

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

**BETWEEN:**

IN THE MATTER OF THE *COMPANIES' CREDITORS  
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE  
OF ARRANGEMENT OF UNIVERSAL SETTLEMENTS  
INTERNATIONAL INC.

Applicant

**NINTH REPORT OF THE MONITOR  
Dated June 19, 2009**

June 19, 2009

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# INDEX

Court File No. 08-CL-7878

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**INDEX**

**TAB NO.**

1. Ninth Report of the Monitor dated June 19, 2009
  - A. Order of Wilton-Siegel J. dated June 12, 2009
  - B. Amended Plan (blacklined)
  - C. Report of Scrutineers on Attendance
  - D. Report of Scrutineers on Voting
  - E. Projection and Cash Flow Notes

# TAB 1

ONTARIO  
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IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C.  
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UNIVERSAL SETTLEMENTS INTERNATIONAL INC.

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NINTH REPORT OF THE MONITOR  
June 19, 2009

INTRODUCTION

1. On December 2, 2008, Universal Settlements International Inc. ("USI", the "Company" or the "Applicant") filed for and obtained protection from its creditors under the *Companies' Creditors Arrangement Act* R.S.C. 1985 c. C-36, as amended (the "CCAA") pursuant to provisions of an Order of this Honourable Court dated December 2, 2008 (the "Initial Order"). Pursuant to the Initial Order, Ernst & Young Inc. was appointed as monitor (the "Monitor") of the Applicant during these CCAA proceedings ("CCAA Proceedings").
2. To date, the Monitor has filed the following reports with this Honourable Court, which are available on the Monitor's website ([www.ey.com/ca/universalsettlements](http://www.ey.com/ca/universalsettlements)):

| Report                                          | Date                         |
|-------------------------------------------------|------------------------------|
| First Report                                    | December 17, 2008            |
| Second Report                                   | December 22, 2008            |
| Third Report                                    | January 8, 2009              |
| Fourth Report                                   | January 20, 2009             |
| Fifth Report                                    | February 23, 2009            |
| Sixth Report                                    | April 21, 2009               |
| Seventh Report and Supplement to Seventh Report | May 7, 2009 and May 15, 2009 |
| Eighth Report                                   | June 10, 2009                |

3. The purpose of this ninth report (the "**Ninth Report**" or "**Report**") is to provide this Honourable Court with information with respect to:
- i) the information session for Creditors held by the Applicant on June 2, 2009 in Vienna, Austria;
  - ii) the Preliminary Motions filed with this Honourable Court and heard on June 12, 2009;
  - iii) amendments to the Plan, notice of which was given to Creditors on June 16, 2009;
  - iv) the Meetings of Creditors (the "**Meetings**") held on June 17, 2009 pursuant to the Meeting Order dated May 15, 2009;
  - v) the results of the Meetings, including the Monitor's tabulation of the votes cast by the Ordinary Creditor Class and the Purchaser Class;
  - vi) the Applicant's actual cash balances as at June 13, 2009;
  - vii) the Applicant's updated cash flow projection to July 11, 2009;
  - viii) information on the relief sought by the Applicant to finance operations until implementation of the amended Plan; and
  - ix) the Monitor's conclusions and recommendations.
- and to request this Honourable Court's approval of:
- x) the activities and conduct of the Monitor and its legal counsel during this CCAA Proceeding including the Creditors' Meetings as described in this Ninth Report.

#### **TERMS OF REFERENCE**

4. In preparing this Report, the Monitor has relied upon unaudited financial information, the Applicant's books and records, financial information prepared by the Applicant and Mills, the financial analysis prepared by the Applicant in support of the proposed Plan and discussions with the management, legal counsel and advisors of the Applicant. The

Monitor has not audited, reviewed, or otherwise attempted to verify the accuracy or completeness of the information and, accordingly, the Monitor expresses no opinion or other form of assurance on the information contained in this Report. An examination of the financial projection or any other future-oriented financial information as outlined in the Canadian Institute of Chartered Accountants Handbook has not been performed. Future-oriented financial information relied upon in this Report is based on management's assumptions regarding future events. Actual results achieved will vary from this information and the variations may be material.

5. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian dollars. For ease of reference, the Monitor has provided certain Canadian dollar equivalents throughout this Report, using the C\$1.12/US\$1.00 exchange rate utilized in the Applicant's most recent cash flow projection.
6. Capitalized terms not defined in this Report are as defined in the Initial Order, the Monitor's previous reports to this Honourable Court, the Claims Procedure Order and the Amended Plan.

## **VIENNA MEETING**

7. In accordance with the Meeting Order, on June 2, 2009 the Applicant held an information meeting in Vienna, Austria (the "**Vienna Meeting**") in order to provide further information to Creditors and their representatives regarding the Plan and to answer any questions asked by Creditors who attended. The Applicant's representatives present at the Vienna Meeting included USI's President, Chief Financial Officer and Canadian legal counsel. A representative of the Monitor was also present at the Vienna Meeting as an observer and was available to answer any questions directed to him by the Creditors or their representatives.
8. The session was well attended. Over 200 people signed the attendance sheet at the start of the Meeting and the Monitor observed that there appeared to be more people in attendance than was reflected on the attendance sheet. There were no restrictions placed on who could attend the Meeting. Attendees included Purchasers, Ordinary Creditors, Agents and other Creditor representatives. The duration of the Meeting was approximately four (4) hours.

9. A professional interpreter was hired by the Applicant to orally interpret all that was said at the Vienna Meeting. The interpreter translated both English to German and German to English. The interpreter signed a statutory declaration prior to the commencement of the meeting declaring that he is a qualified and certified interpreter.
10. The Vienna Meeting began with a short presentation made by the Applicant which included a high level overview of the Plan, as well as some additional background information relating to certain events leading up to the CCAA Filing. The majority of the Meeting consisted of a question and answer period. The attendees asked many questions on a variety of subjects relating to USI and the Plan. Many of the questions were pointed and probative. The Monitor observed that the representatives of the Applicant endeavoured to answer the questions posed in a forthright manner.

## **PRELIMINARY MOTIONS**

11. Pursuant to the Meeting Order dated May 15, 2009, any Person wishing to bring a motion (i) with respect to any matter that might affect or delay the Meetings or the implementation of the Plan, or alter the outcome of the Meetings, (ii) to challenge the classes of Creditors set out in the Plan, or which Persons are affected by the Plan, or (iii) to assert and have determined any right other than a right to vote as a Creditor under the Plan, was to have notified USI and the Monitor on or before June 1, 2009, and any such motion was to have been argued and determined by June 12, 2009.
12. USI received notice of three motions brought in accordance with the foregoing provisions of the Meeting Order. The following two motions were served and filed with this Honourable Court, heard on June 12, 2009, and resolved as follows:
  - i) a motion was filed by National Viaticals Inc., who is the defendant to an action currently outstanding in Michigan commenced by USI, to appoint a receiver over the assets of USI. This motion was dismissed by this Honourable Court; and
  - ii) a motion was filed by an individual, Gilbert Pereira, for an order that his Claim against USI, which had been disallowed, be allowed by this Honourable Court. The

motion was adjourned pending instructions from Mr. Pereira as to whether he wished to seek a trial of the issue.

13. A third notice of motion was served and filed by Borden Ladner Gervais LLP ("**BLG**"), the former lawyers for USI, to determine its Claim against USI as a secured claim. This claim was settled by USI on terms which provided for a portion of the claim to be allowed as a secured claim in respect of any litigation proceeds to be realized by USI under the Plan. A copy of the terms of settlement was filed with and approved by this Honourable Court. As a result of the settlement, no motion record was served or filed with this Honourable Court.
14. The Monitor also brought a motion on June 12, 2009 for advice and directions regarding the rules for tabulating votes related to joint claims. A copy of the Order issued by the Court providing direction with respect to such claims is attached hereto as **Appendix "A"**.

#### **PLAN AMENDMENTS**

15. Prior to the Meetings of Creditors, certain amendments to the Plan were prepared by USI. A letter providing notice to the Creditors of intended amendments was posted on the Monitor's website on June 15, 2009. The amended Plan (the "**Amended Plan**") was posted on the Monitor's website on June 16, 2009 and was presented to the Meetings of Creditors for approval on June 17, 2009.
16. Certain amendments were made to clarify certain language in the Plan and to correct certain drafting oversights. Two substantive amendments were also made:
  - i) at the hearing on this matter to consider the Meeting Order, the Court was advised that USI would establish a committee to consult with USI with respect to two actions commenced by USI (the "**Litigation**") that are to be funded from proceeds to be deposited into the Monitored Trust Account under the Plan. Pursuant to this advice, the Plan was amended to provide for the establishment of a three member committee to oversee the Litigation; and

- ii) the Plan was also amended to provide for the settlement of the secured claim filed by BLG described above. The Plan was amended to provide for the payment of a portion of BLG's claim as a secured claim out of Litigation Proceeds (as those are defined in the Plan) that may be recovered by USI.
17. Attached as **Appendix "B"** is a blacklined version of the Amended Plan as compared to the original version of the Plan included in the Meeting Materials.

### **MEETINGS OF CREDITORS**

18. As described in the Seventh Report, all Creditors with Proven Claims were entitled to vote on the Plan at two Meetings of Creditors which took place on June 17, 2009 at the InterContinental Toronto Centre, 225 Front Street West, Toronto, Ontario, Canada. A meeting of the Ordinary Creditors class took place at 9:00am ("**First Meeting**"), and the second meeting of the Purchaser Creditor class took place at 1:00pm ("**Second Meeting**", together with the First Meeting, the "**Meetings**"). The purpose of the First and Second Meetings was for the Creditors to have the opportunity to consider and, if deemed advisable, to approve the proposed Plan, with or without variation.

#### **Meeting Procedures**

19. As more particularly described in the Seventh Report of the Monitor, the Monitor distributed the Meeting Materials as directed in paragraphs 9, 10 and 11 of the Meeting Order and arranged for publication of the Notice of the Meetings of Creditors in accordance with paragraph 7 of the Meeting Order.
20. Gilmore Global, which provided printing and mailing services to the Monitor, as approved by this Honourable Court, supplied the Monitor with an affidavit which indicates that it completed its delivery of the Meeting Materials pursuant to paragraphs 9 and 10 of the Meeting Order.

#### **Conduct of Meetings**

21. Pursuant to the Meeting Order and the Endorsement of the Honourable Justice Wilton-Siegel dated May 15, 2009 the Meetings took place in Toronto on June 17, 2009. Mr.

Brian Denega, an officer of the Monitor, chaired the Meetings (the "Chair"). The Chair appointed Ms. Katherine McEachern of Blakes Cassels and Graydon LLP, the Monitor's legal counsel, to act as secretary, and appointed Mr. Robert Ferguson and Ms. Marie Jackson, representatives of the Monitor, to act as scrutineers (the "Scrutineers"). The sole item of business presented to the Meetings was the vote on the restructuring resolution seeking approval of the Amended Plan (the "**Restructuring Resolution**").

22. To assist German and Spanish speaking Purchasers attending the Second Meeting, the Monitor had German and Spanish interpreters present to translate orally what was said at the Second Meeting from English to German and Spanish, and vice versa, if requested by any Purchaser present. Only one German speaking attendee requested a German interpretation of the Second Meeting, which was provided.
23. The Chair advised the Meetings that the Scrutineers had confirmed that the required quorum was present in person or by proxy. Attached as **Appendix "C"** are the Scrutineers' reports on attendance at the Meetings. The Chair put the Restructuring Resolution to the Ordinary Creditors and to the Purchasers at their respective meetings to be voted upon by written ballot (the "**Ballot**"). Prior to the Ballot, the Chair opened the Meetings to questions by Creditors, proxyholders or Creditors' legal and financial advisors. No additional resolutions were proposed from the floor. The Restructuring Resolution was then put to a vote.
24. Following the tabulation of the Ballots by the Scrutineers, the Chair reported to the Meetings that the Restructuring Resolution was passed by the required majorities. He also confirmed that the aggregate Unconfirmed Votes were not sufficient in number or in dollar value to alter the outcome of the vote to approve the Amended Plan.
25. The following section of this Ninth Report provides the Monitor's report to this Honourable Court on the voting of both classes of creditors.

#### **VOTING ON THE RESTRUCTURING RESOLUTION**

26. Pursuant to the Meeting Order, the deadline for Ordinary Creditors and Purchasers wishing to vote by proxy to submit their Forms of Proxy to the Monitor was 5 p.m. (Toronto time), June 16, 2009. The Meeting Order provides that notwithstanding the proxy deadline, the Monitor has the discretion to accept for voting purposes any Proxy signed by an Ordinary Creditor or

Purchaser and delivered to the Chair (or the Chair's designee) prior to the commencement of the Meetings.

27. In tabulating the votes, the Monitor separately tabulated all Confirmed Votes and Unconfirmed Votes which are summarized in the Scrutineers' reports on voting at the Meetings attached as **Appendix "D"** to this Report. Pursuant to paragraph 32 of the Meeting Order, the Monitor has assessed whether the aggregate Unconfirmed Votes could conceivably be sufficient (under any possible combination of outcomes with respect to each relevant Unconfirmed Vote) to alter the outcome of the vote to approve the Plan (by number or dollar value). For example, where the tabulation including both Confirmed and Unconfirmed Votes indicated that the voting achieved the required majorities (i.e. the outcome was "for" approval), the Monitor has assessed whether the outcome would be any different if all of the Unconfirmed Votes "against" were accepted and all of the Unconfirmed Votes "for" were rejected.
28. The table below summarizes the vote by Ordinary Creditors and Purchasers:

| Voting Results from the Meetings of Creditors |        |       |              |       |
|-----------------------------------------------|--------|-------|--------------|-------|
| Ordinary Creditors                            | Number |       | Dollar Value |       |
| Votes FOR the Restructuring Resolution        | 7      | 87.5% | \$27,919,775 | 99.3% |
| Vote AGAINST the Restructuring Resolution     | 1      | 12.5% | \$200,649    | 0.7%  |
| Purchasers                                    |        |       |              |       |
| Votes FOR the Restructuring Resolution        | 2,177  | 98.6% | \$82,458,629 | 99.1% |
| Votes AGAINST the Restructuring Resolution    | 32     | 1.4%  | \$756,586    | 0.9%  |

29. The Restructuring Resolution in each meeting was approved by the requisite majorities, as required by the CCAA (majority in number holding two-thirds in value) of Ordinary Creditors AND of Purchasers voting in person or by proxy separately by class.
30. The Monitor confirms that, in its assessment, the aggregate Unconfirmed Votes are not sufficient to alter this outcome and, accordingly, does not intend to seek directions from this Honourable Court with respect to the voting eligibility of the Unconfirmed Votes.

**ACTUAL CASH FLOW ACTIVITY FROM APRIL 20, 2009 TO JUNE 13, 2009 (the "Variance Period")**

31. The following is a summary of actual ending cash flow balances as at June 13, 2009, as compared to the Applicant's projected cash balances as reflected in the cash flow

projection included in the Seventh Report:

|                                | Ending Cash Flow Balances (\$ Cdn) |           |           |
|--------------------------------|------------------------------------|-----------|-----------|
|                                | Projection                         | Actual    | Variance  |
| Applicant's Operating Accounts | 690,631                            | 854,222   | 163,591   |
| Premium Reserve Account        | 3,272,720                          | 3,279,747 | 7,027     |
| Death Benefits Account         | 6,556,632                          | 6,302,137 | (254,495) |

32. The net favourable variance in the Applicant's Operating Accounts of approximately \$163,000 during the Variance Period is mainly a result of timing differences related to the following:
- i) \$110,000 (positive variance) relating to the payment of costs in respect of the printing and mailing of the Meeting Materials to the Purchasers and Ordinary Creditors; and
  - ii) \$53,000 (positive variance) relating to the payment of professional fees.
33. The net favourable balance in the Applicant's Premium Reserve Account of approximately \$7,000 is due to the following:
- i) \$161,000 (positive variance) relating to the Applicant applying the accumulated cash value of policies to premium obligations which reduced policy premium payments by the same amount during the Variance Period; and
  - ii) \$154,000 (negative variance) relating to the change in the exchange rate used by the Applicant as a result of the appreciation of the Canadian dollar as against the U.S. dollar since the date of the Seventh Report. The balance in the Premium Reserve Account is in U.S. dollars. The Applicant amended the exchange rate from C\$1.176/US\$1.00 (as used in the Seventh Report and prior) to C\$1.12/US\$1.00.
34. The net unfavourable variance in the Applicant's Death Benefits Account of approximately \$254,000 during the Variance Period is related to the following:
- i) \$296,000 (negative variance) relating to change in the foreign exchange rate used by the Applicant to convert U.S. dollars to Canadian dollars from C\$1.176/US\$1.00 (as used in the Seventh Report and prior) to C\$1.12/US\$1.00. The Applicant has no

intention of actually converting these funds to Canadian dollars following Plan Implementation. Following Plan Implementation, distributions will be made in United States dollars and certain expenses will be paid in Canadian dollars. Therefore, the negative variance described above is for reporting purposes only and no loss from foreign exchange translation has yet been realised; and

- ii) \$42,000 (positive variance) which is a result of death benefits received by the Applicant.

#### **UPDATED CASH FLOW PROJECTION TO JULY 11, 2009**

- 35. The Applicant has prepared an updated cash flow projection (the "**Projection**") for the period through to July 11, 2009 (the "**Projection Period**"). The Projection along with the cash flow notes and assumptions have been attached as **Appendix "E"**.
- 36. The Projection has been prepared by the Applicant solely for the purpose of estimating the Applicant's future cash flow requirements and readers are cautioned that it may not be appropriate for other purposes.
- 37. The Monitor's review of the Projection has consisted of inquiries, analytical procedures and discussions related to information supplied by Management and employees of the Applicant. The Monitor has relied upon unaudited, Company-prepared financial information, Company records and discussions with Management. Actual results achieved may vary from this information and the variations may be material.
- 38. As detailed in the Projection, the Applicant is projecting the following changes in the cash accounts through the Projection Period:
  - i) A net decrease in cash held in the Applicant's Operating Account of approximately \$724,000. The cash flow projection indicates that the Applicant's cash balance in the Operating Account on July 11, 2009 will be approximately \$130,000;
  - ii) A decrease in cash held in the Premium Reserve Account of approximately \$49,000 relating to premium payments, net of annuity receipts, resulting in a projected ending cash balance at July 11, 2009 of approximately \$3,231,000; and

- iii) The Death Benefits Account balance is not projected to change due to the uncertainty in projecting the timing of the maturities of policies.
39. The Applicant received a maturity cheque totaling US \$506,758.97 in respect of the proceeds from a policy that matured which was included in the TPI AIDS Portfolio sale. According to the insured's death certificate, the insured died on October 24, 2008, subsequent to the effective date of the TPI AIDS Portfolio sale agreement of October 15, 2008 ("TPI Agreement"). The TPI Agreement provides that any policy that matures after the closing date is for the account of the purchaser. As a result, the Applicant re-directed the maturity to the purchaser of the TPI AIDS Portfolio during the week ending June 20, 2009.

#### **PROPOSED INTERIM FINANCING RELIEF**

40. Subject to this Honourable Court sanctioning the Amended Plan, the Amended Plan is expected to be implemented during the week ending July 11, 2009. Absent of any additional funding, the Applicant's cash balance as at July 4, 2009 is projected to be approximately \$9,000, according to the Cash Flow accompanying the Seventh Report. The Applicant therefore does not project to have sufficient cash to fund its premium payments and ongoing operations after July 4, 2009.
41. As detailed in the table below, the Applicant proposes to apply for fourteen (14) policy loans totalling approximately \$304,000 (US \$270,524) from insurance companies and utilise the corporately owned fractional interests in those policies as security for the loans. Therefore, the Purchaser's interests in those policies will not be affected. These loans would be in addition to the loans already received by the Applicant as detailed in the Sixth and Seventh Reports totalling approximately \$815,000. The Applicant projects to receive the loan proceeds in the first week of July 2009.

| Insured ID    | Purchasers' Portion of Face Value Before Costs | Applicant's Portion of Face Value Before Costs | Face Value   | Proposed Loan Amount | Proposed Loan Interest Rate | Applicant's Portion of Face Value Before Costs and Post-Loan |
|---------------|------------------------------------------------|------------------------------------------------|--------------|----------------------|-----------------------------|--------------------------------------------------------------|
| D.C. (#176)   | \$0                                            | \$200,000                                      | \$200,000    | \$16,811             | 8.0%                        | \$183,189                                                    |
| V.S.#2 (#243) | \$0                                            | \$100,000                                      | \$100,000    | \$10,805             | 8.0%                        | \$89,195                                                     |
| A.G. (#381)   | \$487,567                                      | \$12,433                                       | \$500,000    | \$12,432             | 6.0%                        | \$0                                                          |
| A.G.#1(#371)  | \$3,111,500                                    | \$13,500                                       | \$3,125,000  | \$13,500             | 3.5%                        | \$0                                                          |
| D.F. #2       | \$1,087,425                                    | \$412,575                                      | \$1,500,000  | \$33,000             | 6.0%                        | \$379,575                                                    |
| W.C. (#330)   | \$522,515                                      | \$27,485                                       | \$550,000    | \$27,485             | 5.0%                        | \$0                                                          |
| S.L. (#487)   | \$4,989,900                                    | \$10,100                                       | \$5,000,000  | \$10,100             | 7.0%                        | \$0                                                          |
| J.C. (#217)   | \$14,200                                       | \$27,800                                       | \$42,000     | \$8,876              | 6.5%                        | \$18,924                                                     |
| K.D. (#651)   | \$0                                            | \$50,000                                       | \$50,000     | \$20,657             | 7.4%                        | \$29,343                                                     |
| D.Z. (#414)   | \$7,483,200                                    | \$16,800                                       | \$7,500,000  | \$16,800             | 7.4%                        | \$0                                                          |
| S.B. (#289)   | \$0                                            | \$83,000                                       | \$83,000     | \$21,590             | 6.0%                        | \$61,410                                                     |
| L.L.#2 (#369) | \$1,944,537                                    | \$55,463                                       | \$2,000,000  | \$55,462             | n/a                         | \$0                                                          |
| D.P. (#227)   | \$0                                            | \$51,067                                       | \$51,067     | \$9,771              | 8.0%                        | \$41,296                                                     |
| C.D. (#204)   | \$0                                            | \$50,000                                       | \$50,000     | \$13,235             | 8.0%                        | \$36,765                                                     |
| Totals        | \$19,640,844                                   | \$1,110,223                                    | \$20,751,067 | \$270,524            |                             | \$839,699                                                    |

42. As discussed in the Seventh Report, if the interest charged for the borrowings is not paid to the insurance companies then it is added to the outstanding loan balances. There exist sufficient corporate interests in the policies' face values after the loans are made to absorb accrued interest until Plan Implementation, at which time all the loans can be repaid from pooled funds.

#### CONDITIONS FOR APPROVAL OF THE AMENDED PLAN

43. The Amended Plan has been filed with this Honourable Court pursuant to the CCAA. The CCAA requires that the Plan be sanctioned by the Court following approval by the requisite majorities of applicable Creditors. The hearing in respect of the Sanction Order, at which Court sanctioning of the Amended Plan under CCAA will be sought, is scheduled to take place on June 22, 2009. Subject to this Honourable Court sanctioning the Amended Plan on June 22, 2008, the Applicant believes that the Plan Implementation Date will be in early July, 2009.
44. The primary conditions to the implementation of the Plan relate to documentation and include the Applicant and the Monitor entering into a Monitored Account Agreement, as

well as the Applicant and Mills each executing Declarations of Trust with regards to the Plan assets in their possession. Until such time as these documents are executed in a form satisfactory to the Monitor and the Applicant and approved by this Honourable Court, the Amended Plan cannot be implemented. The Monitor expects these documents will be completed and presented to this Honourable Court for approval prior to the expiration of the stay extension requested by the Applicant.

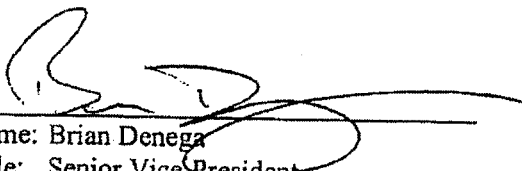
#### **CONCLUSION AND RECOMMENDATION**

45. The Applicant is requesting a short extension of the Stay Period to July 10, 2009, during which time it will enter into the necessary agreements for the implementation of the Amended Plan. Assuming the Applicant's request for additional interim financing relief is granted by this Honourable Court, the Projection indicates that the Applicant will have sufficient funding to maintain its operations and premium payments coming due through to July 10, 2009.
46. The Monitor is of the view that the Applicant is proceeding diligently and in good faith with regards to the sanctioning and implementation of its Amended Plan and, accordingly, an extension of the Stay Period to July 10, 2009 is in the best interests of its stakeholders.
47. In light of the foregoing, the Monitor recommends that this Honourable Court extend the Stay Period to July 10, 2009.
48. The Monitor considers that:
  - i) notice of the Meeting Materials was effective;
  - ii) there was extensive dialogue between the Applicant and Creditors, including at the well attended Vienna Meeting; and
  - iii) there was a high level of Creditor participation in the voting process and strong approval of the Amended Plan by the Creditors at each of the Creditors' Meetings.
49. The Monitor requests this Honourable Court approve the activities and conduct of the Monitor and its legal counsel during the CCAA Proceeding, including with respect to

the Creditors' Meetings as described in this Ninth Report, and provide a release to the Monitor as provided for in the draft form of Sanction Order filed by the Applicants.

ALL OF WHICH is respectfully submitted this 19th day of June, 2009.

**ERNST & YOUNG INC.,  
Court-appointed Monitor of Universal  
Settlements International Inc.**



Name: Brian Denega  
Title: Senior Vice President

# **APPENDIX A**

Court File No. 08-CL-7878

ONTARIO  
SUPERIOR COURT OF JUSTICE - COMMERCIAL LIST

THE HONOURABLE

JUSTICE H. WILTON-SIEGEL

) FRIDAY, THE 12TH DAY  
)  
) OF JUNE, 2009



IN THE MATTER OF THE COMPANIES' CREDITORS  
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR  
ARRANGEMENT OF UNIVERSAL SETTLEMENTS INTERNATIONAL INC.

The Applicant

**ORDER**

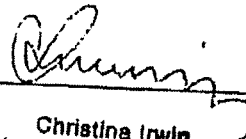
THIS MOTION, made by Ernst & Young Inc. in its capacity as Monitor of the Applicant (the "Monitor") for an order providing advice and directions to the Monitor regarding the appropriate means to tabulate the number and value of votes relating to interests of Purchasers (as they are defined in the 8th Report of the Monitor) that are held jointly by two or more Purchasers, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion dated June 10, 2009, and the Eighth Report of the Monitor dated June 10, 2009 and on hearing counsel for the Applicant and counsel for the Monitor and those other parties present,

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Meeting Order of this Court dated May 15, 2009 (the "Meeting Order").
3. **THIS COURT ORDERS** that for purposes of calculating the majority in number and two-thirds majority by value of Claims in each Class pursuant to the Meeting Order, any right or interest held jointly in the name of more than one Person (a "Joint Claim") shall be deemed to be one Claim, which shall entitle the Persons holding such Joint Claim to one vote, and the total value of such Joint Claim shall be undivided and attributed wholly to that vote. One voting ballot or proxy may be executed by one or more Persons sharing such Joint Claim, and such voting ballot or proxy submitted will be accepted on behalf of and be binding on all holders of such Joint Claim. Where more than one Person has executed the voting ballot or proxy, for purposes of calculating the majority in number and two-thirds majority by value, that vote shall be attributed to the Person named first in order on the voting ballot or proxy.
4. **THIS COURT ORDERS** that in the event that more than one voting ballot or proxy is received from more than one Person sharing a Joint Claim, if all such votes submitted are identical, they shall be counted as one vote as set out in paragraph 3 above. If more than one voting ballot or proxy is received from more than one Person sharing a Joint Claim, and the votes indicated thereon are contradictory, all votes

relating to that Joint Claim shall be disallowed, unless the contradictions or conflicts are resolved to the satisfaction of the Monitor.

5. **THIS COURT ORDERS** that in all other respects the terms and provisions of the Meeting Order shall govern all matters relating to a Joint Claim.
6. **THIS COURT ORDERS** that notice of this Order shall be provided by the Monitor by posting a copy of it on the Monitor's website, and no other form of notice shall be required.

  
Christina Irwin  
Registrar, Superior Court of Justice

ENTERED AT / INSCRIT A TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO.:

JUN 16 2009

PER / PAR 

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c.  
C-36, AS AMENDED  
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
UNIVERSAL SETTLEMENTS INTERNATIONAL INC. (the "Applicant")

Court File No: 08-CL-7878

**ONTARIO  
SUPERIOR COURT OF JUSTICE -  
COMMERCIAL LIST**

Proceeding commenced at Toronto

**ORDER**

Blake Cassels and Graydon LLP  
199 Bay Street  
Suite 2800, Commerce Court West  
Toronto, Ontario  
M5L 1A9

Katherine McEachern LSUC#: 38345M  
Tel: (416) 863-2566  
Fax: (416) 863-2653

Lawyers for the Monitor

## **APPENDIX B**

SCHEDULE "A"

**UNIVERSAL SETTLEMENTS INTERNATIONAL INC.**

**AMENDED PLAN OF COMPROMISE AND ARRANGEMENT**

**PURSUANT TO THE  
*COMPANIES' CREDITORS ARRANGEMENT ACT (CANADA)***

**May/June 156, 2009**

This Plan has not been approved or sanctioned in any way by the Ontario Superior Court of Justice (the "Court") pursuant to the proceeding brought by the Applicant under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. c-36, as amended, and bearing Court File No. 08-CL-7878. Rather, the Court has only authorized that this Plan be sent to creditors of the Applicant for the purposes of allowing the Applicant to hold a meeting of creditors wherein its creditors may vote on whether or not to approve the Plan. Nothing in this Plan is to be taken as the Court having passed on the merits of this Plan.

## AMENDED PLAN OF COMPROMISE AND ARRANGEMENT

This is the amended plan of compromise and arrangement of Universal Settlements International Inc. (the "Plan").

### ARTICLE 1 INTERPRETATIONS

#### 1.1 Definitions

In this Plan, unless otherwise stated or the context otherwise requires:

"Actions" has the meaning given to that term in Section 2.3 of this Plan.

"Administrative Fee" means the administrative fee set out in Schedule A to this Plan, for the performance of the services also set out in Schedule A to this Plan, payable to the Applicant monthly in advance from the Monitored Trust Account for each month (or part thereof) starting on Plan Implementation and continuing until the earlier of (i) the date on which one hundred percent (100%) of the Original Investment of Purchasers has been paid, (ii) six years from the Plan Implementation Date, and (iii) the Court otherwise directs.

"Agent" means any Person who acted to facilitate a purchase of a Life Settlement by a Purchaser, and for the purposes of this Plan shall include Universal Settlements Vermögensberatung GmbH.

"Annuities" means annuities payable to the Applicant or Mills under the Policies.

"Applicant" means Universal Settlements International Inc.

"Borrowings" means any borrowings for the payment of Premiums, the Professional Costs, and/or the Administrative Fee and/or Mills' fees, as permitted by Section 4.4 of this Plan.

"Borrowing Costs" means any borrowing costs incurred with respect to Borrowings.

"Business Day" means a day other than a Saturday or Sunday, on which banks are generally open for business in Toronto, Ontario, Canada.

"Cash on Hand" has the meaning given to that term in Section 2.4 of this Plan.

"CCAA" means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended.

"CCAA Proceedings" means the proceedings under the CCAA commenced by the Applicant in the Ontario Superior Court of Justice, Toronto (Commercial List) under Court File No. 08-CL-7878.

**"Charges"** means the Administration Charge and Directors' Charge, as those terms are defined in the Initial Order.

**"Claim"** means (i) any right of any Person against the Applicant in connection with any indebtedness, liability or obligation of any kind of the Applicant, whether liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known, or unknown, by guarantee, surety or otherwise and whether or not such right is executory in nature, including the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part on facts existing on or prior to the Valuation Date or which would have been claims provable in bankruptcy had the Applicant become bankrupt on the Valuation Date (each a "Claim", and collectively, the "Claims"), and (ii) any right of any Person against the Directors of the Applicant that relates to the Claims for which the Directors of the Applicant are by law liable to pay in their capacity as directors, provided however that the terms "Claim" and "Claims" shall not include (i) Unaffected Claims, (ii) any claims made in the Actions.

**"Claims Procedure Order"** means the Order of the Court made on January 23, 2009 in the CCAA Proceedings.

**"Classes"** means the classes of Creditors for the purposes of considering and voting upon this Plan in accordance with the provisions of this Plan, and receiving ~~Dividends~~Distributions hereunder.

**"Corporate Policies"** means the interests in life insurance policies that are not identified on the records of the Applicant or Mills as allocated to a Purchaser as of the Valuation Date, and in which the Applicant had retained such interest for its sole benefit, including any interest of the Applicant in policies held in the USII Trust.

**"Costs"** has the meaning given to that term in Section 4.2 of this Plan.

**"Court"** means the Ontario Superior Court of Justice (Commercial List) in Canada.

**"Creditor"** means any Purchaser, Ordinary Creditor, or any other Person having a Claim, and **"Creditors"** means all of such Persons.

**"Creditor Approval"** means the approval of this Plan by each Class of Creditors.

**"Crown"** means Her Majesty the Queen in the Right of Canada or any province thereof.

**"Death Benefit Maturity Funds"** means all monies that have been or are received by the Applicant prior to the Plan Implementation Date from matured Policies, and which monies continue to be held by the Applicant on the Plan Implementation Date.

**"Director"** means any director of the Applicant as of the date of this Plan, and **"Directors"** means all of such directors.

**"Dividends Distributions"** are the amounts available for distribution to Purchasers and to Ordinary Creditors, from the Purchaser Pool, ROI Pool and the Ordinary Creditor Pool, respectively.

**"Effective Time"** means noon (Eastern Standard/Daylight Time) on the Plan Implementation Date.

**"Escrow Fund"** means those monies paid into escrow pursuant to an interim award of the arbitrator dated January 16, 2007, in Re In the Matter of an Arbitration between The Brokerwise Group Inc. and 1508211 Ontario Inc., claimants, vs. Antonio Duscio and Martina Capital Corporation, respondents, and the term "Escrow Fund" shall include (i) any amounts previously paid out of the Escrow Fund to Antonio Duscio and which are subsequently repaid by him to the Escrow Fund, and (ii) any interest or gains on the Escrow Fund, net of applicable taxes, but for the purposes of this definition, Escrow Fund shall be net of any legal costs or disbursements incurred to recover the Escrow Fund.

**"Initial Order"** means the Order of the Court dated December 2, 2008, made in the CCAA Proceedings.

**"Initial Order Date"** means December 2, 2008.

**"Insurance Proceeds"** means death benefits in respect of matured Policies together with any Annuities, interest and dividends, any return or refund of Premiums, and any other amounts paid by insurance companies with respect to the matured Policies.

**"Life Settlement"** means a financial transaction whereby owners of life insurance policies sell their legal title and beneficial interest in such policies to a third party at a discount from the face value of such policies.

**"Litigation Contribution"** means an amount not to exceed the aggregate of (i) U.S. \$500,000 to be contributed, pursuant to Section 4.5 of this Plan, from the Monitored Trust Account toward payment of the legal fees and disbursements incurred by the Applicant in the Actions, and (ii) the Escrow Funds to be paid to the Monitored Trust Account pursuant to Section 2.5 of this Plan and to be applied toward payment of any additional legal fees and disbursements incurred by the Applicant in the Actions.

**"Litigation Recovery"** means any proceeds received by the Applicant from the determination or settlement of either or both of the Actions, and shall include any costs recovered by the Applicant in the Actions, but shall exclude the Escrow Funds payable to the Monitored Trust Account in accordance with Section 2.5 of this Plan.

**"M-Series Trust"** means the trust created pursuant to a Master Declaration of Trust dated March 21, 2008 between Universal Settlements International Inc. and Mills (as defined below).

**"mature"**: a pPolicy matures when the individual whose life is insured under that Policy dies, and **"maturity"** and **"Matured Policy"** shall have a corresponding meaning.

**"Meeting Order"** means the Order of the Court made on May 11, 2009 in the CCAA Proceedings.

**"Meeting"** and **"Meetings"** means the meeting or meetings of Creditors called for the purpose of considering and voting in respect of this Plan pursuant to the CCAA.

**"Mills"** means Mills, Potoczak & Company, in its capacity as the United States of America service agent for the Policies on behalf of the Applicant.

**"Monitor"** means Ernst & Young Inc., solely in its capacity as the Monitor appointed pursuant to the Initial Order, and not in its personal capacity.

**"Monitored Trust Account"** means a bank account established by the Applicant and held at a Canadian chartered bank, into which (from and after Plan Implementation) shall be deposited the Cash on Hand, all Insurance Proceeds, all Litigation Recovery and any TPI Proceeds.

**"Monitored Account Agreement"** means the agreement to be executed by the Monitor and the Applicant as provided for under Section 4.2 of this Plan.

**"Order"** means any order of the Court in the CCAA Proceedings.

**"Ordinary Creditors"** means all Creditors other than Purchasers.

**"Original Investment"** means the initial investment made by a Purchaser, as determined pursuant to the Claims Procedure Order or any subsequent Order, without interest or any other return on such initial investment.

**"Ordinary Creditor Pool"** means a pool of funds created for payment of ~~Dividends~~Distributions to Ordinary Creditors, as described in Section 4.8 of this Plan.

**"Person"** means any individual, partnership, joint venture, trust, corporation, unincorporated organization, government or agency or instrumentality thereof, or any other juridical entity howsoever designated or constituted.

**"Plan"** means this plan of compromise and arrangement filed by the Applicant pursuant to the Initial Order and the CCAA, as such Plan may be further amended, varied or supplemented from time to time.

**"Plan Circular"** means a circular dated May 5, 2009 wherein this Plan is summarized and discussed.

**"Plan Implementation Date"** means the date that is one (1) Business Day after the satisfaction of all conditions precedent in section 6.2 of this Plan, or such later date as the Applicant and the Monitor may agree in writing, and **"Plan Implementation"** shall have a corresponding meaning.

**"Policies"** means Purchaser Policies and Corporate Policies.

**"Pools"** means, collectively, the Purchaser Pool, the ROI Pool and the Ordinary Creditor Pool.

**"Premiums"** mean the amounts payable by the Applicant to keep the Policies in good standing, as determined by the Applicant and Mills.

**"Premium Reserves"** means the funds that were previously segregated for the purposes of paying Premiums for specific Policies.

**"Professional Costs"** has the meaning given to that term in Section 2.6 of this Plan.

**"Proven Claim"** means the Claims of Creditors which are Proven Claims within the meaning given to that term in the Claims Procedure Order.

**"Purchaser"** means a person who, pursuant to a purchase agreement with the Applicant or an Agent, purchased an interest in a Life Settlement, and from whom the Applicant received monies for this purpose.

**"Purchaser Policies"** means the interests in life insurance policies that are identified on the records of the Applicant or Mills as allocated to a Purchaser as of the Valuation Date, but not including those Purchasers' interests in policies held in the M-Series Trust or in the USII Trust.

**"Purchaser Pool"** means a pool of funds created to provide Purchasers with a return of their Original Investments, as described in Section 4.6 of this Plan.

**"Reserve for Costs"** has the meaning given to that term in Section 4.3 of this Plan.

**"ROI Pool"** means a pool of funds created to provide Purchasers with an amount over and above their Original Investments, as described in Section 4.7 of this Plan.

**"Sale Process"** means a sale process that may be conducted by the Monitor in accordance with and upon fulfillment of the conditions set out in Section 4.9 of this Plan.

**"Sanction Order"** means an Order on terms satisfactory to the Applicant and the Monitor approving and sanctioning this Plan.

**"Secured Claim"** means any Claim or portion thereof that is secured by a security interest, pledge, mortgage, lien, hypothec or charge on any property of the Applicant, but only to the extent of the value of the security in respect of the Claim, and for greater certainty, the Charges each constitute a Secured Claim.

"Shareholders" means the current shareholders of the Applicant, being The Brokerwise Group Inc. and 1508211 Ontario Inc.

"Success Fee" means the success fee, if any, payable to the Applicant pursuant to Section 4.10 and Schedule B of this Plan.

"Tax Refunds" means all tax refunds, including sales tax refunds, received by the Applicant at any time and relating to the period prior to the Initial Order Date.

"TPI Proceeds" means the net proceeds from the sale of the TPI Portfolio, approved by the Court by Order dated December 23, 2008.

"Unaffected Claims" has the meaning given to such term in section 2.6 of this Plan and "Unaffected Claim" means any one of such Unaffected Claims.

"Undistributed Dividends Distributions" has the meaning given to such term in Section 5.5 of this Plan.

"USII Trust" means the trust created pursuant to a Trust Agreement dated June 30, 2008 between Universal Settlements International Inc. and Valenzano & Pillo LLP.

"Valuation Date" means January 23, 2009.

## **1.2 Construction**

In this Plan, unless otherwise stated or the context otherwise requires:

- (a) the division of the Plan into articles and sections and the use of headings are for convenience of reference only and do not affect the construction or interpretation of the Plan;
- (b) the words "hereunder", "hereof" and similar expressions refer to this Plan and not to any particular article, section or schedule and references to "Articles", "Sections", and "Schedules" are to articles and sections of and schedules to this Plan;
- (c) words importing the singular include the plural and vice versa and words importing any gender include all genders;
- (d) the word "including" means "including without limiting the generality of the foregoing";
- (e) a reference to any statute is to that statute as now enacted or as the statute may from time to time be amended, re-enacted or replaced and includes any regulation made thereunder;
- (f) a reference to any agreement, indenture or other document is to that document as amended, supplemented, restated or replaced from time to time;

- (g) references to dollar amounts are to Canadian dollars, unless otherwise indicated;
- (h) Undistributed ~~Dividends~~ Distributions shall be deemed to be paid as of the date of the ~~distribution~~ payment of the ~~Dividends~~ Distributions to which they relate, for the purposes of (A) determining when contributions to the Purchaser Pool cease, and contributions to the ROI Pool begin, (B) determining when a transfer from the Purchaser Pool to the ROI Pool should occur, pursuant to Section 4.10(a) of this Plan, (C) determining if and when the initial Success Fee (of U.S. \$1,000,000) should be paid, (D) determining the date on which payment of the Administrative Fee ceases; and
- (i) references to times are to local time in Toronto, Ontario, Canada.

### 1.3 Conversion

The Claims of Purchasers are in U.S. dollars, and may be dealt with entirely in U.S. dollars. All payments hereunder to Purchasers shall be in U.S. dollars. The Claims of Ordinary Creditors that are denominated in a currency other than lawful money of Canada are to be converted to the equivalent thereof in lawful money of Canada at the noon rate of exchange as quoted by the Bank of Canada on the Valuation Date.

### 1.4 Deeming Provisions

In the Plan, the deeming provisions are not rebuttable and are conclusive and irrevocable.

### 1.5 Date for any Action

If any date on which any action required to be taken hereunder by a Person is not a Business Day, such action must be taken on the next succeeding day which is a Business Day.

### 1.6 Schedules

The following are the Schedules to this Plan:

- Schedule A      Administrative services to be provided
- Schedule B      Methodology for payment of ~~Dividends~~ Distributions from the ROI Pool

## ARTICLE 2 PURPOSE AND EFFECT OF THE PLAN

### 2.1 Purpose

The purpose of the Plan is to effect a compromise and arrangement of all Claims.

## 2.2 Overview

This overview is provided to assist the reader in understanding the Plan. Reference is also made to the Plan Circular, wherein further information with respect to the Plan is provided. In the event of an inconsistency between the overview in this Section 2.2 and the other provisions of the Plan, such other provisions shall govern. In the event of an inconsistency between the Plan Circular and the provisions of this Plan, this Plan shall govern.

The structure of the Plan and the flow of monies thereunder may be summarized as follows:

- (a) Commencing on Plan Implementation, all Cash on Hand, Litigation Recovery, and remaining TPI Proceeds will be paid into the Monitored Trust Account. All Insurance Proceeds will continue to be received from the respective insurance companies by the Applicant, or Mills, each of whom shall receive such funds in trust for the benefit of this Plan, and each of whom will immediately pay and deposit the Insurance Proceeds into the Monitored Trust Account.
- (b) Pursuant to the declaration of trust referred to in Section 6.2(c) of the Plan, effective on the Plan Implementation Date the ~~Company~~ Applicant will declare that it holds all Policies, Insurance Proceeds, Cash on Hand, Litigation Recovery, Tax Refunds, remaining TPI Proceeds and any other amounts to be deposited into the Monitored Trust Account in trust for the beneficiaries of the Plan, and that the Policies, Insurance Proceeds, Cash on Hand, Litigation Recovery, remaining TPI Proceeds and any other amounts shall be dealt with only in the manner provided for in the Plan. Pursuant to the trust declaration, no alteration in the Plan will affect the fact that the Policies are held in trust for the beneficiaries of the Plan.
- (c) The Monitor and the Applicant shall enter into the Monitored Account Agreement.
- (d) The majority of funds in the Monitored Trust Account will be available to pay ~~Dividends~~ Distributions to Purchasers and Ordinary Creditors in accordance with this Plan. However, the funds in the Monitored Trust Account will also be used to pay certain limited costs, being (i) Premiums on the Policies as and when due, (ii) Borrowing Costs, (iii) Professional Costs, (iv) the Administrative Fee and Mills' fees, (v) the Litigation Contribution, and (vi) Unaffected Claims, as provided for at Section 4.2 of the Plan.
- (e) A Reserve for Costs will be maintained in the Monitored Trust Account, in accordance with Section 4.3 of the Plan. Once the funds available in the Monitored Trust Account exceed the Reserve for Costs amount by U.S. \$5 million or more, 96.15% of such excess will be transferred into the Purchaser Pool (or the ROI Pool, as the case may be), which shall be used to pay ~~Dividends~~ Distributions to Purchasers, and 3.85% of such excess will be transferred into the Ordinary Creditor Pool, which shall be used to pay ~~Dividends~~ Distributions to Ordinary Creditors.

- (f) Due to the costs of making a ~~Dividend distribution~~ Distribution, it is anticipated that ~~Dividends~~ Distributions will be paid annually, and in any event not more frequently than semi-annually, in each case subject to availability of funds for the payment of ~~Dividends~~ Distributions.
- (g) ~~Dividends~~ Distributions will be paid out of the Purchaser Pool until such time as Purchasers have been paid one hundred percent (100%) of their Original Investments, in aggregate. ~~Dividends~~ Distributions out of the Purchaser Pool will be calculated and paid based on the Original Investments, without interest or any other return. The Applicant anticipates that over approximately a six-year period the Purchaser Pool will pay sufficient ~~Dividends~~ Distributions to pay to Purchasers one hundred percent (100%) of their Original Investments.
- (h) After Purchasers have been paid one hundred percent (100%) of their Original Investments, the ROI Pool shall be funded from the Monitored Trust Account, if additional monies are available. In addition, the Applicant is entitled to a Success Fee if one hundred and ten percent (110%) of Purchasers' Original Investments are paid, as described in Section 4.10 of this Plan.
- (i) ~~Dividends~~ Distributions out of the ROI Pool will enable Purchasers to obtain a return on their investments, over and above their Original Investments; such ~~Dividends~~ Distributions will be paid based on the methodology found in Schedule B to this Plan.
- (j) ~~Dividends~~ Distributions to Ordinary Creditors will be paid out of the Ordinary Creditor Pool, based on the Proven Claims of those Ordinary Creditors.
- (k) A Sale Process relating to the Policies may in appropriate circumstances be conducted, as set out in Section 4.9 of this Plan.

### 2.3 Benefits of the Plan

It is the Applicant's view that the Plan offers several benefits to the Creditors, and will result in a maximization of the ~~Dividends~~ Distributions available to Creditors. The Applicant has identified the following benefits of a successful Plan implementation:

- (a) This Plan will prevent a liquidation sale of the Applicant's portfolio of Policies. The Applicant believes that such a liquidation sale would generate net proceeds well below what this Plan will return to Creditors, and well below the Original Investments of Purchasers.
- (b) The Applicant and Mills are very familiar with the portfolio of Policies and have been managing and administering this portfolio since inception. As such, there are existing processes and procedures in place, including databases, document management capabilities, insured monitoring protocols and other technological systems, all of which provide for the efficient maintenance of the portfolio. In addition, the Applicant and Mills have qualified administration staff who have

relationships with insurance carriers, agents and the insured persons, and who routinely process premiums, track insured lives, and process death claims.

- (c) This Plan will also permit the Applicant to utilize the Litigation Contribution to continue with two actions (the "Actions") currently outstanding, being *Universal Settlements International Inc. v. James Torchia, Marc Celello and National Viaticals Inc.* (United States District Court, Western District of Michigan, Court file no. 1:07-cv-1243) and in *Universal Settlements International Inc. v. Antonio Duscio et al.* (Ontario Superior Court of Justice, Court file no. 06-CV-323645 PD3), from which the Applicant expects to receive a net recovery. The potential benefit of the Actions may be lost if the Applicant does not continue to operate. As described in Section 4.5 of this Plan, all Litigation Recovery will be paid into the Monitored Trust Account.
- (d) A typical Life Settlement transaction between the Applicant and a Purchaser commenced with the execution of a purchase agreement. The terms of the Applicant's purchase agreements evolved slightly over time as programs changed. The terms of many purchase agreements are ambiguous in some respects, and there is some doubt as to whether some Purchasers have (i) a claim only as a creditor of the Applicant, and no direct claim to the Policies purchased by the Applicant on their behalf, or (ii) a direct claim in the Policies purchased by the Applicant on their behalf. Except with respect to the life insurance policies held in the M-Series Trust or the USII Trust, since such policies are held in trust for the Purchasers of such policies, for the purposes of the Plan, all Purchasers will be treated as Creditors. The Applicant is strongly of the view that the approval and implementation of the Plan will return to Purchasers, in aggregate, more than the Purchasers would realize if they were to assert a direct ownership or beneficial interest in the Policies previously allocated to the Purchasers.

#### **2.4 Cash on Hand to be paid into Monitored Trust Account**

As of the close of business on June 25, 2009, the estimated Plan Implementation Date, the Applicant anticipates that the aggregate of approximately U.S. \$~~5~~8.7 million will be available for contribution into the Monitored Trust Account, such aggregate amount consisting of (i) cash in possession of the Applicant as of Plan Implementation Date, (ii) Premium Reserves, and (iii) Death Benefit Maturity Funds (collectively, "Cash on Hand").

#### **2.5 Escrow Fund**

The Shareholders have agreed that any and all portions of the Escrow Fund that are released to the Shareholders, or the Applicant, shall be paid into the Monitored Trust Account. Upon any release of all or any part of the Escrow Fund, it shall be deposited directly to the Monitored Trust Account, pursuant to a direction to be executed by the Applicant and the Shareholders. If all or any part of such amount is needed for the payment of the Applicant's legal fees and disbursements in the Actions, the Applicant shall be entitled to the release of all or part of such amount, upon presentation to the Monitor of a copy of an invoice or other similar documentary record of the amount to be paid, to the Applicant for such purpose. If not needed for payment of

the Applicant's legal fees and disbursements in the Actions, 50% of the remaining balance of the Escrow Fund shall be paid directly to the Shareholders and the remaining 50% shall remain in the Monitored Trust Account to be distributed as otherwise provided for in this Plan. The Monitor shall not be obliged to consider the reasonableness of the request for payment of any amount for the payment of legal fees equal to the amount of the Escrow Fund deposited to the Monitored Trust Account.

## **2.6 Unaffected Claims**

This Plan does not affect the following claims, liabilities or other obligations of the Applicant, except as may expressly provided under the terms of any Order:

- (a) *Post Filing Goods and Services* – the Claims arising in respect of goods or services supplied after the Initial Order Date and prior to Plan Implementation;
- (b) *Professional Advisors* - the Claims of the Monitor and of the legal advisors to the Applicant and the Monitor for fees and disbursements (the "Professional Costs") incurred or to be incurred in connection with and incidental to (i) the CCAA Proceedings, (ii) the preparation, approval and administration of this Plan, and (iii) the recovery of Insurance Proceeds and the protection of the Policies, in each case other than fees and disbursements incurred with respect to the Actions.
- (c) *Directors and Officers* – the Claims of individuals who are current officers or Directors of the Applicant for indemnity pursuant to indemnities provided by the Applicant.
- (d) *Secured Creditors* – the Secured Claim of any Person.
- (e) *Insured Claims* – the Claims arising in the ordinary course of business against the Applicant which are covered by insurance held by the Applicant ("Insured Claims"), including the Claims or portions of Claims which are below the deductible amounts in such insurance policies, provided, however, that the Applicant shall not be obliged to pay any obligations in respect of deductibles arising on or before the Initial Order Date. For greater certainty, Insured Claims shall have recourse solely against the applicable insurers, and neither the Person having an Insured Claim, nor the insurer itself (whether by subrogation or otherwise) shall have any recourse with respect to the Insured Claim as against the Applicant, or any Proven Claim for the purpose of the Plan.
- (f) *Claims of the Crown* – Claims of the Crown referred to in paragraph 18.2(1) of the CCAA.

## **2.7 Affected Persons**

~~On or after the Plan Implementation Date,~~ the Plan will become effective and be binding on the Applicant and the Creditors and all other Persons affected by the provisions of this Plan.

Other than the Corporate Policies, this Plan does not affect any policies held in the M-Series Trust or the USII Trust, since such policies are held in trust for the Purchasers of such policies. For greater certainty, however, this Plan does affect, compromise and release any Claim that any Purchaser of such policies may have against the Applicant or other Persons.

**2.8 Persons not affected by this Plan**

Except to the extent that they may be generally affected by the declarations of trust herein, (i) Persons holding Unaffected Claims shall not be affected by the compromise and arrangements set out in this Plan, and (ii) Persons with claims in the Actions shall not be affected by the compromise and arrangements set out in this Plan.

**ARTICLE 3  
CLASSIFICATION OF CREDITORS**

**3.1 Classification of Creditors**

The classification of Creditors for the purpose of considering and voting on this Plan and receiving ~~Dividend~~ Distributions hereunder are:

- (a) Purchasers; and
- (b) Ordinary Creditors.

**ARTICLE 4  
TREATMENT OF CREDITORS**

**4.1 Compromise of Claims of Creditors**

For the purposes of this Plan, the Creditors shall receive the treatment as provided in Article 4 of the Plan and on the Plan Implementation Date, Claims will be settled in accordance with the terms hereof.

Creditor Approval of this Plan shall be deemed to occur if each Class of Creditors (being Purchasers and Ordinary Creditors) approves this Plan in accordance with the CCAA at duly constituted Meetings of such Creditors, in which case this Plan and its terms shall bind all Creditors.

**4.2 The Monitored Trust Account**

The Monitored Trust Account shall be a segregated bank account or bank accounts in a Canadian chartered bank, established by the Applicant and, subject to the terms of this Plan, shall be held in trust for the Purchasers and the Ordinary Creditors, pursuant to a Declaration of Trust to be executed by the Applicant. As trustee for the Monitored Trust Account, the Applicant will enter

into an agreement (the "Monitored Account Agreement") with the Monitor which will provide for the mechanics of operation of the Monitored Trust Account and the terms of oversight of the Monitored Trust Account to be provided by the Monitor.

The Monitored Trust Account may be held in Canadian or U.S. dollars, or in such other currencies as the Monitor may deem appropriate.

All Policies, Insurance Proceeds, Litigation Recovery, Cash on Hand, Tax Refunds, and remaining TPI Proceeds in possession of or received by the Applicant or Mills on or after Plan Implementation shall be held in trust by the Applicant, or Mills, as the case may be, pursuant to Declarations of Trust to be executed by the Applicant and Mills in favour of the Purchasers and the Ordinary Creditors. All Insurance Proceeds, Litigation Recovery, Cash on Hand, and remaining TPI Proceeds shall be paid forthwith after Plan Implementation by the Applicant, or Mills, as the case may be, for deposit into the Monitored Trust Account.

The funds may be disbursed out of the Monitored Trust Account in accordance with the ~~Custodial~~ Monitored Account Agreement and this Plan, to pay the following (collectively, the "Costs"):

1. Premiums;
2. Professional Costs;
3. Administrative Fees and Mills' fees;
4. Borrowing Costs ;
5. the Litigation Contribution; and
6. Unaffected Claims;

In addition, any bank charges related to the Monitored Trust Account may be deducted by the bank from the account.

Payment of such amounts are subject to:

- confirming that the Costs are due and are a permitted disbursement pursuant to the Plan;
- there being sufficient funds in the Monitored Trust Account to make such payments;
- the Monitor's review of the Costs for reasonableness;
- the Court's approval of fees and disbursements, where applicable; and
- the Monitor's ability to apply for direction from the Court, if necessary, prior to paying any Cost.

Payments out of the Monitored Trust Account on account of any Canadian taxes or withholdings as required by law shall also be permitted.

There shall be no obligation to pay Costs pro rata, in the event that sufficient funds are not available from time to time to pay all Cost, and the timing of the payment of all Costs shall be at the discretion of the Monitor, or as the Court may direct. The Monitor shall not incur any liability for the payment or non-payment of any Costs, or the timing or manner of such payments.

Subject to the Reserve for Costs described at Section 4.3 below, and the payment of Costs, funds may be made available to the Purchaser Pool, the ROI Pool and the Ordinary Creditor Pool in accordance with this Plan, to allow for the payment of ~~Dividends~~ Distributions from those Pools to Creditors. No payments shall be made directly to Creditors out of the Monitored Trust Account and Creditors shall not be entitled to assert any direct claim to the funds in the Monitored Trust Account, without Order of the Court.

#### **4.3 Reserve for Costs**

A reserve (the "Reserve for Costs") shall be established in the Monitored Trust Account in order to fund the Costs. As of Plan Implementation Date, the opening balance of the Reserve for Costs shall be the amount of the Cash on Hand. Thereafter, the Reserve For Costs shall be maintained in an amount sufficient, in the Monitor's sole discretion, to pay the anticipated Costs for the following two years. In determining the Reserve for Costs, the Monitor shall be entitled to rely on the information provided by the Applicant, Mills and the insurance companies, relating to projected Premium liabilities, Borrowing Costs, ~~projected~~ Professional Costs, Litigation Costs, the amount of any Unaffected Claims, and any other amounts or issues affecting the amount of Reserve for Costs.

Upon the maturity of all Policies and receipt of all Insurance Proceeds, or upon the completion of the Sale Process and the closing of all transactions for the sale of all remaining Policies, the remaining balance of the Reserve For Costs shall be available to pay any remaining Costs and to make transfers to the Pools for the payment of ~~Dividends~~ Distributions to Creditors.

#### **4.4 Power to Borrow**

The Applicant, with the Monitor's prior written consent, shall be entitled to borrow money against the Policies, and to grant security interests in the Policies to secure such loans, where such borrowings are necessary in the Monitor's opinion to provide funds for the payment of Premiums, the Professional Costs ~~and/or~~, the Administrative Fee ~~and/or~~ Mills' fees. Any such funds borrowed shall be deposited directly into the Monitored Trust Account to be used to pay the Premiums, Professional Costs ~~and~~, the Administration Fee, ~~and~~ Mills' fees. Other than borrowings for these purposes, the Applicant shall not borrow money against the Policies nor grant security interests in the Policies to secure any indebtedness or other obligations.

#### **4.5 Litigation Contribution and Litigation Recovery**

The Applicant shall have the power to continue the Actions, and the Litigation Contribution (including any portion of the Escrow Fund deposited into the Monitored Trust Account in

accordance with Section 2.5 of this Plan) shall be made available to the Applicant and its counsel for the payment of the Applicant's legal fees and disbursements with respect to the Actions. As noted in the definition of "Litigation Contribution", U.S. \$500,000 of the Litigation Contribution shall be made available from the Monitored Trust Account. In this Section 4.5, this is referred to as the "Litigation Contribution sourced from cash". In addition, any portion of the Escrow Fund paid into the Monitored Trust Account shall also be available as part of the Litigation Contribution. In this Section 4.5, this is referred to as the "Litigation Contribution sourced from the Escrow Fund".

No amount in excess of the Litigation Contribution shall be paid out of the Monitored Trust Account toward payment of the Applicant's legal fees and disbursements with respect to the Actions.

To the extent that the Litigation Contribution sourced from the Escrow Fund is not needed to pay the Applicant's legal fees and disbursements with respect to the Actions, the Litigation Contribution sourced from the Escrow Fund shall be distributed from the Monitored Trust Account in accordance with ~~paragraph (b) of this Section 4.5 of this Plan.~~

The amount of the Litigation Contribution actually used to pay the Applicant's legal fees and disbursements related to the Actions shall be considered a deduction from the monies otherwise transferable from the Monitored Trust Account to the Ordinary Creditor Pool. The Litigation Contribution may be paid out of the Monitored Trust Account at any time, and from time to time, provided that sufficient funds are available in the Monitored Trust Account, and regardless of whether the funds at that time available for transfer to the Ordinary Creditor Pool are greater than or less than the amount of the Litigation Contribution sought by the Applicant at that time. However, no transfer from the Monitored Trust Account to the Ordinary Creditor Pool shall take place until the funds available for transfer to the Ordinary Creditor Pool in accordance with Section 4.8 of this Plan exceed the Litigation Contribution previously paid out of the Monitored Trust Account and then outstanding.

All Litigation Recovery will be deposited into the Monitored Trust Account, and shall be applied as follows (in each case without interest or deduction):

- (a) first, to reimburse the Monitored Trust Account for the full amount of any Litigation Contribution sourced from cash and previously paid out to fund the Applicant's legal fees and disbursements with respect to the Actions;
- (b) next, to pay to Borden Ladner Gervais LLP the amount of its Claim secured by a solicitor's lien, to the maximum amount of \$840,000, in accordance with a settlement agreement approved by the Court on June 12, 2009;
- (c) next, on a *pari passu* basis, to (i) reimburse the Monitored Trust Account for fifty percent (50%) of any Litigation Contribution sourced from the Escrow Fund and previously paid out to fund the Applicant's legal fees and disbursements with respect to the Actions, and (ii) pay to the Shareholders an equal amount;
- (ed) if payment of any portion of the Litigation Contribution previously resulted in a lower amount being transferred from the Monitored Trust Account to the

Ordinary Creditor Pool, then the reimbursements in paragraphs (a) and (b)(i) of this Section 4.5, together with such additional funds as are available in the Monitored Trust Account from the Litigation Recovery, shall be paid into the Ordinary Creditor Pool to restore it to the position that it would have been in, had the Litigation Contribution not been paid out;

- (d) next, an additional amount of the Litigation Recovery, equal to the total amount of the Litigation Contribution paid out to fund the Applicant's legal fees and disbursements, shall be transferred from the Monitored Trust Account into the Ordinary Creditor Pool, without regard to the formulae set out in Sections 4.6 and 4.8 of this Plan; and
- (e) any remaining Litigation Recovery shall remain in the Monitored Trust Account for ~~distribution~~disbursement in accordance with this Plan.

The Applicant has agreed to establish a committee of three Creditors to consult with the Applicant with respect to the conduct of the Actions and the fees and disbursements incurred in prosecuting the Actions.

#### 4.6 Purchaser Pool

The Applicant shall establish a segregated bank account into which funds from the Monitored Trust Account, for payment of ~~Dividends~~Distributions to Purchasers, will be deposited and held in trust by the Applicant, pursuant to a Declaration of Trust to be executed by the Applicant. The ~~distribution payment~~ of all amounts to be ~~distributed~~paid out of the Purchaser Pool will be subject to the provisions of the Monitored Account Agreement.

Upon declaring a ~~Dividend~~Distribution, the Purchaser Pool shall be funded out of the proceeds held in the Monitored Trust Account based upon the following formula (all amounts in the following formula are in U.S. dollars):

(Purchaser Policies' face values and Premium Reserves at Plan Implementation Date) /  
(Purchaser Policies' and Corporate Policies' face values<sup>1</sup> and Premium Reserves at Plan Implementation Date) = Purchaser Pool allocation

$$= (\$185,040,918 + \$2,709,072) / (\$185,040,918 + \$7,473,456 + \$2,744,944) \\ = 96.15\%$$

The Purchaser Pool shall be funded based upon the above formula until such time as (i) the Purchaser Pool is in an amount sufficient to pay ~~Dividends~~Distributions to Purchasers equal to one hundred percent (100%) of their Original Investments, or (ii) there are no funds available in the Monitored Trust Account for such purpose.

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<sup>1</sup> Excluding the Applicant's interest in policies in the USII Trust, which the Applicant believes have negligible value.

#### 4.7 ROI Pool

The Applicant shall establish a segregated bank account for purposes of establishing the ROI Pool, which shall be held in trust by the Applicant pursuant to a Declaration of Trust to be executed by the Applicant for purposes of paying ~~Dividends~~Distributions to Purchasers. The ~~distribution~~payment of all amounts to be ~~distributed~~paid out of the ROI Pool will be subject to the provisions of the Monitored Account Agreement.

Upon the payment into the Purchaser Pool of sufficient funds to pay to Purchasers amounts equal to one hundred percent (100%) of their Original Investments, funds shall be transferred to the ROI Pool from the Monitored Trust Account based upon the same formula used by the Monitor for transfers to the Purchaser Pool, as described in Section 4.6 above (that is, 96.15%).

#### 4.8 Ordinary Creditor Pool

The Applicant shall establish a segregated bank account into which funds from the Monitored Trust Account, for payment of ~~Dividends~~Distributions to Ordinary Creditors, will be deposited and held in trust by the Applicant, pursuant to a Declaration of Trust to be executed by the Applicant. The ~~distribution~~payment of all amounts to be ~~distributed~~paid out of the Ordinary Creditor Pool will be subject to the provisions of the Monitored Account Agreement.

Upon declaring a ~~Dividend~~Distribution, the Monitor shall fund the Ordinary Creditor Pool out of the proceeds held in the Monitored Trust Account based upon the following formula (all amounts in the following formula are in U.S. dollars):

(Corporate Policies' face values<sup>2</sup> + Premium Reserves at Plan Implementation Date) /  
(Purchaser Policies' and Corporate Policies' face values<sup>3</sup> + all Premium Reserves at Plan  
Implementation Date) = Ordinary Creditor Pool allocation

= (\$7,473,456 + \$35,872) / (\$185,040,918 + \$7,473,456 + \$2,744,944)

= 3.85%

The Ordinary Creditor Pool shall be funded based upon the above formula until such time as (i) the Ordinary Creditor Pool is in an amount sufficient to pay ~~Dividends~~Distributions to Ordinary Creditors equal to one hundred percent (100%) of their Proven Claims, or (ii) there are no funds available in the Monitored Trust Account for such purpose.

#### 4.9 Sale Process

The Applicant may request that the Monitor commence a Sale Process with respect to some or all Policies that have not matured under the following circumstances:

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<sup>2</sup> See footnote 1, above.

<sup>3</sup> See footnote 1, above.

- (a) After sufficient funds are available in the Purchaser Pool to pay to Purchasers ~~Dividends~~Distributions equal to one hundred percent (100%) of their Original Investments; or
- (b) Prior to there being sufficient funds in the Purchaser Pool to pay to Purchasers ~~Dividends~~Distributions equal to one hundred percent (100%) of their Original Investments if the proceeds from the Sale Process would be sufficient to pay to Purchasers ~~Dividends~~Distributions equal to one hundred percent (100%) of their Original Investments.

Such a Sale Process shall be commenced only if market conditions are such that the financial recovery from the sale of the Policies is determined by the Applicant, in consultation with the Monitor, to be more advantageous to Purchasers and Ordinary Creditors than the continued payment of the Costs and the continued collection of death benefits in respect of the Policies under the terms of this Plan. Such Sale Process shall not be held without further Order.

The net proceeds from the sale of any Policies shall be deposited into the Monitored Trust Account and distributed in accordance with this Plan.

#### 4.10 ~~Distributions~~Disbursements from Pools

Funds shall be transferred to the Purchaser Pool (or the ROI Pool, as the case may be) and to the Ordinary Creditor Pool from the Monitored Trust Account as frequently as the Monitor deems prudent, or as directed by the Court, taking into account the amount contained in the Monitored Trust Account from time to time, the required amount of Reserve for Costs, timing, any disputed issues outstanding, and any other issues that may then exist, subject to the Reserve for Costs remaining in the Monitored Trust Account at all times and subject to all applicable tax payment or withholding obligations, and provided that a decision by the Monitor or the Court as to the frequency of ~~d~~Distributions is final and binding for all purposes. ~~Dividends~~Distributions shall be paid from the Pools, in accordance with this Plan. The payment of the first ~~Dividend~~Distribution, subject to the above conditions, will be made as soon as practicable after June 1, 2010.

~~Dividends~~Distributions will be paid from the Pools as follows:

- (a) *Purchaser Pool:* ~~Dividends~~Distributions from the Purchaser Pool shall be paid to Purchasers *pro rata* calculated on the basis of the amount of Purchasers' Original Investment, and without regard to (i) the date of that Original Investment, or (ii) any Claim based on interest or other return on the Original Investments of Purchasers. If at any time there are more monies in the Purchaser Pool than are necessary to pay to Purchasers one hundred percent (100%) of the Original Investments made by Purchasers, then the excess monies shall be transferred from the Purchaser Pool to the ROI Pool. Other than ~~Dividends~~Distributions to Purchasers and the transfer of excess monies from the Purchaser Pool to the ROI Pool, no payments shall be made out of the Purchaser Pool.
- (b) *ROI Pool:* ~~Dividends~~Distributions from the ROI Pool shall be paid to Purchasers based on the methodology set out in Schedule B to this Plan, which includes the

payment of the Success Fee to the Applicant. Payment of the Success Fee is aligned with the interests of the Purchasers since it shall only be paid to the Applicant after ~~Dividends~~Distributions totalling 110% of Purchasers' Original Investments have been distributed to Purchasers. The Success Fee is calculated as follows:

U.S. \$1 million Success Fee paid when 110% of Original Investments is paid to Purchasers; and

After payment of U.S. \$1 million Success Fee, proceeds shared 75% / 25% (Purchasers / Applicant) for that portion of the ROI Pool in excess of 110% of Original Investments paid to Purchasers.

- (c) Ordinary Creditor Pool: ~~Dividends~~Distributions from the Ordinary Creditor Pool shall ~~be paid, first be used to pay to Ordinary Creditors~~ on a *pro rata* basis on 100% of the lesser of \$250,000 or the total of each ~~Proven~~ Claim, and thereafter *pro rata* based on the total of the ~~proven claims~~ remaining unpaid balance of each Proven Claim, at the same times as from the Purchaser Pool (or the ROI Pool, as the case may be). If the funds available in the Ordinary Creditor Pool exceed the aggregate amount of all Claims of Ordinary Creditors as of the Valuation Date, the Applicant shall transfer any remaining funds in the Ordinary Creditor Pool to the ROI Pool.

~~Distributions~~Notwithstanding the foregoing restrictions on disbursements from the Pools, disbursements may also be made on account of any clearance certificates or other legal or regulatory pre-conditions to payment of Distributions.

In making Distributions, the Applicant and the Monitor shall take into account the most cost-effective means of doing this, from both the Applicant's / Monitor's perspective, and also from the recipient's perspective.

#### 4.11 Right to Vote and Receive ~~Dividends~~Distributions

Only Creditors with a Proven Claim shall be entitled to vote or receive any ~~Dividend~~Distribution under the Plan or in respect of a Claim, unless otherwise ordered by the Court. Notwithstanding the foregoing, if any Claims have not been finally determined pursuant to the Claims Procedure Order by the date of the Meeting, then a vote with respect to these unresolved Claims shall be recorded by the Monitor in accordance with Section ~~4.12~~ of the Claims Procedure Order. Purchasers shall not be entitled to recovery of any Claims out of any funds other than the Purchaser Pool and ROI Pool, and Ordinary Creditors shall not be entitled to recovery of any Claims out of any funds other than the Ordinary Creditor Pool.

#### 4.12 Crown Priority Claims

Within six months after the date of the Sanction Order, the Applicant will pay in full all Claims pursuant to Section 18.2(1) of the CCAA.

#### 4.13 Effect of Plan Generally

Save and except as otherwise provided herein, on the Plan Implementation Date the treatment of Claims under this Plan shall be final and binding on the Applicant and all Creditors (and their respective heirs, executors, administrators, legal or personal representatives, successors and assigns), and the Plan shall constitute (i) full, final and absolute settlement of all rights of the holders of all Claims; and (ii) an absolute release and discharge of all indebtedness, liabilities and obligations of the Applicant, any Director, and any Agent in respect of any Claim.

From and after the Plan Implementation Date, no Creditor shall have any right to assert any claim against the Applicant, the Directors, the Monitor, or any Agent based, without limitation, on an assertion of a beneficial interest, ownership interest, trust interest, or any other proprietary interest against the Applicant or in any of its assets (including the Policies, the Premium Reserves and any Death Benefit Maturity Funds).

Further, on the Plan Implementation Date, all Creditors release and shall be deemed to release the Applicant, the Directors, the Monitor, and all Agents, of and from all obligations, liabilities, claims and causes of action, as set out more fully in Section 7.4 of this Plan.

#### **4.14 Events of Default**

If in the Monitor's opinion, acting reasonably, the Applicant has defaulted in the performance of this Plan, the Monitor shall promptly provide written notice to the Applicant of such default. If within thirty (30) days of written notice of default the Applicant has not remedied the default identified by the Monitor, and if the Monitor has not withdrawn its written notice of default, then the Monitor shall apply to the Court for such directions or Orders as it deems appropriate in the circumstances. As provided in Section 7.8 of this Plan, the Applicant and the Monitor may also, at any time, seek directions from the Court. If the urgency of the default is such that the Monitor, acting reasonably, cannot give the notice required herein, then the Monitor may apply to the Court for directions, on such notice as the Court may direct.

### **ARTICLE 5 MONITOR'S ROLE AND OTHER MATTERS**

#### **5.1 Monitor's Role**

In addition to any role that it may have under any Order, the Monitor shall supervise this Plan and monitor the Applicant's compliance with this Plan. The Monitor shall have access to the Applicant's books and records for the purposes of such supervision and monitoring, but shall not assume management or control of the Applicant or its business. The Applicant shall at the Monitor's request compile and make commercially reasonable efforts to obtain information relating to verifications of coverage of Policies, annual reports from insurance companies, tracking reports of maturities, Premium illustrations, correspondence with insurance companies, Unaffected Claims, due diligence of Policy portfolio for purposes of the Sale Process, and previously transferred Policies, and shall provide all such information to the Monitor at the Monitor's request. The Monitor may report to the Court and/or Creditors and seek directions from the Court from time to time as to the status of the Plan, the Monitored Trust Account, the Reserve for Costs, Borrowings, or any other matter.

## **5.2 Protections relating to the Monitor**

Ernst & Young Inc. is acting as Monitor in the CCAA Proceedings with respect to the Applicant and not in its personal or corporate capacity and will not be responsible or liable for any obligations of ~~any~~the Applicant. The Monitor shall be entitled to rely on information provided by the Applicant, subject only to the Monitor's review of such information for reasonableness. Ernst & Young Inc. in its capacity as Monitor will have the powers and protections granted to it by this Plan, the CCAA, the Initial Order, the Meeting Order, the Sanction Order and any other Order. When in the Monitor's view (i) all or substantially all of the obligations under the Plan have been performed, or (ii) a material adverse change with respect to the Plan has occurred, it may apply to the Court for directions with respect to the performance of any remaining obligations under the Plan or any other matter, and may seek its discharge as Monitor.

## **5.3 Role of Mills**

As the United States of America service agent for the Policies on behalf of the Applicant, Mills will continue to service 138 of the 155 open Policies for the Applicant. Mills will execute a declaration of trust pursuant to the terms of the Plan. Pursuant to direction from the Applicant, Mills will perform limited policy administration services, including the payment of Premiums and Premium Reserves and the collection of death benefits. Further, Mills will correspond with insurance companies as required and directed by the Applicant, and assist the Applicant in managing any issues which arise with respect to Policies. For its services, Mills will charge a transaction based fee. Mills fee will not be paid from the Administrative Fee set out in Schedule A to this Plan.

## **5.4 Risks related to the Plan**

The implementation and funding of the Plan is subject to a number of risks, which include without limitation:

- (a) it may take significantly longer than anticipated for Policies to mature, resulting in additional costs incurred by the Monitored Trust Account to pay the Premiums and Costs necessary to maintain the Policies;
- (b) if funds are not available (in the Reserve for Costs, or by way of Borrowings) to pay Premiums at any time, Policies may lapse;
- (c) if there is a dispute with the insurance company issuing any of the Policies, payment of Insurance Proceeds with respect to such Policies may be delayed or may not be received;
- (d) if the insured Person under any Policy cannot be located by the Applicant, or if a death certificate for that Person cannot be obtained on maturity of the Policy, the death benefit payable under the Policy may be delayed or may not be received;
- (e) certain Policies do not record the Applicant as the owner of such Policies, and such Policies could in some circumstances be revoked by the Person recorded as the owner of such Policies;

- (f) certain Policies are term life insurance policies, and may not be convertible to whole life policies, or may be subject to renewal at higher premiums;
- (g) the insolvency of any life insurance company would jeopardize the Policies insured by that insurer;
- (h) the Applicant's ability to retain its operations and perform the services outlined in Schedule A may in the future be adversely affected by changes in its business environment, by staff departures, or by other factors affecting its business, including without limitation any claims against it in the Actions.

#### 5.5 Unpaid or Unclaimed Dividends Distributions

It is the Creditor's responsibility to ensure that the Creditor's current address is provided to the Applicant and the Monitor, and to advise the Applicant and the Monitor in writing if that address changes.

If the Monitor does not have the correct address for any Creditor entitled to a Dividend Distribution pursuant to this Plan, then such Dividend Distribution to that Creditor shall not be paid, and the amount of such Dividend Distribution shall remain in the applicable Pool. If such Creditor later provides a current address, the Dividend Distribution shall then be paid to the Creditor, without interest. Nothing contained in this Plan shall require the Applicant or the Monitor to locate such Creditor.

If prior to the time of the final distribution payment of Dividends Distributions to Creditors from any Pool (i) any prior Dividend Distribution has not been distributed paid to a Creditor, (ii) any cheque with respect to a prior Dividend Distribution has not been cashed, or (iii) the Monitor does not have any Creditor's then-current address for payment of the final Dividend any Distribution, then the Monitor shall deal with such Dividends Distributions ("Undistributed Dividends Distributions") in the manner then required by the CCAA, or as the Court may direct.

#### 5.6 Effect of Sanction Order

The Applicant will seek a Sanction Order that will, in addition to sanctioning the Plan, and without limitation to any other terms that it may contain:

- (a) declare that the compromises effected hereby are approved, binding and effective as herein set out upon all Creditors;
- (b) approve all steps and transactions contemplated by the Plan, including, without limitation, those taken in connection with the completion of the restructuring;
- (c) stay any and all steps or proceedings commenced, taken or proceeded with or that may be commenced, taken or proceeded with against any or all Directors or Agents in respect of any Claim to the extent not release compromised or released hereby; and

- (d) be in form and substance satisfactory to the Applicant and to the Monitor, acting reasonably.

## ARTICLE 6 CONDITIONS PRECEDENT

### 6.1 Application for Sanction Order

The Applicant will apply to the Court for the Sanction Order within 10 days following the date upon which Creditor Approval is obtained. On the Plan Implementation Date, subject to the satisfaction or waiver of the conditions contained in section 6.2, the Plan shall be implemented by the Applicant and shall be binding upon all Creditors and all other Persons affected by the provisions of this Plan.

### 6.2 Conditions Precedent to the Implementation of the Plan

The implementation of this Plan will be conditional on the satisfaction of the following conditions:

- (a) *Creditor Approval* - The Plan has been approved pursuant to the CCAA by each Class of Creditors;
- (b) *Approval* - The Applicant shall have taken all corporate actions and proceedings which, in their reasonable opinion, are necessary to approve this Plan, and to enable them to execute, deliver and perform their obligations under this Plan;
- (c) *Sanction Order* - The Sanction Order has been issued by the Court on or before June 22, 2009, or such later date as the Applicant and the Monitor deems reasonable, and any other order deemed necessary or desirable by the Applicant or the Monitor has been obtained;
- (d) *Payment of Unaffected Claims* - all of the Unaffected Claims accrued to the Plan Implementation Date shall have been paid, or provision for payment of the Unaffected Claims shall have been made (in the opinion of both the Applicant and the Monitor, each acting reasonably);
- (e) *Declaration of Trust* - the Applicant shall have delivered to the Monitor a declaration of trust, wherein the Applicant declares that effective on the Plan Implementation Date the Applicant holds all Policies and all funds deposited into the Monitored Trust Account in trust for the beneficiaries of this Plan, and that the Policies and Insurance Proceeds and all other funds held in the Monitored Trust Account shall be dealt with only in the manner provided for in this Plan;
- (f) *Deliveries of Instruments* - The Applicant shall have executed and delivered all such other agreements, indentures, documents and other instruments which, in its opinion, and the Monitor's opinion, acting reasonably, are necessary to be

executed and delivered by the Applicant in order to implement the Plan and perform its obligations hereunder;

- (g) *Directions and declarations of trust, generally* – all directions and declarations of trust to be delivered pursuant to this Plan shall have been delivered in a form satisfactory to the Applicant and the Monitor, each acting reasonably; and
- (h) *Deliveries of Documents* - all relevant Persons have executed, delivered and filed all documents and other instruments that, in the opinion of the Applicant and the Monitor, acting reasonably, are necessary to implement the provisions of the Plan or the Sanction Order.

## ARTICLE 7 GENERAL

### 7.1 Binding Effect

At the Effective Time on the Plan Implementation Date, the Plan will become effective and be binding on and enure to the benefit of the Applicant, the Creditors and all other Persons named or referred to in, or subject to, this Plan and their respective heirs, executors, administrators and other legal representatives, successors and assigns.

### 7.2 Amendments

- (a) The Applicant reserves the right, at any time and from time to time, to amend modify and/or supplement this Plan, provided that any such amendment, modification or supplement must be contained in a written document which is filed with the Court and (i) if made prior to any meeting of Creditors called for the purpose of considering and voting in respect of the Plan pursuant to the CCAA, communicated to the Creditors in the manner deemed appropriate by the Monitor; and (ii) if made following such meeting, approved by the Court following notice to the Creditors affected thereby.
- (b) Any amendment, modification or supplement may be made by the Applicant following the Sanction Order, with the consent of the Monitor, provided that it concerns a matter which, in the opinion of the Applicant, acting reasonably, is of an administrative nature required to better give effect to the implementation of the Plan and to the Sanction Order and is not adverse to the financial or economic interests of the Creditors.
- (c) Any supplementary plan or plans of compromise or arrangement filed with the Court and, if required by this Section, approved by the Court, shall, for all purposes, be and be deemed to be a part of and incorporate into this Plan.

### **7.3 Termination**

At any time prior to the Plan Implementation Date, the Applicant may determine not to proceed with this Plan, notwithstanding any prior approvals given at any Meeting or the obtaining of the Sanction Order.

### **7.4 Releases**

Other than in respect of Unaffected Claims and obligations under the Plan, as at the Effective Time, each Creditor will be deemed to forever release, waive and discharge all Claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action and liabilities (including any claim of a beneficial interest, ownership interest, trust interest, or any other proprietary interest against the Applicant or in any of its assets, including the Policies and the Premium Reserves), in each case whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or in part on any act, omission, transaction, event or other occurrence taking place on or prior to the Valuation Date in any way relating to the Applicant, the CCAA Proceedings or this Plan against: (i) the Applicant; (ii) the Directors and those Persons who were employees of the Applicant as of the Valuation Date or thereafter; (iii) Persons who may claim contribution or indemnification against or from the Applicant; (iv) Agents, (v) the Monitor, and (vi) the legal counsel and other professional advisors to the Applicant or the Monitor, provided that nothing herein will release or discharge (A) directors or officers of the Applicant in respect of any claim referred to in paragraph 5.1(2) of the CCAA, or (B) any claims made in the Actions against the Applicants.

### **7.5 Consents, Waivers and Agreements**

At the Effective Time, each Creditor shall be deemed to have consented and agreed to all of the provisions of this Plan, as an entirety. Without limitation to the foregoing, each Creditor will be deemed:

- (a) to have executed and delivered to the Applicant all consents, assignments, releases and waivers, statutory or otherwise, required to implement and carry out this Plan as an entirety;
- (b) to have waived any default by or rescinded any demand for payment against the Applicant that has occurred on or prior to the Plan Implementation Date pursuant to, based on or as a result of any provision, express or implied, in any agreement or other arrangement, written or oral, existing between such Creditor and such Applicant with respect to a Claim; and
- (c) to have agreed that, if there is any conflict between the provisions, express or implied, of any agreement or other arrangement, written or oral, existing between such Creditor and the Applicant with respect to a Claim as at the Plan Implementation Date and the provisions of this Plan, then the provisions of this Plan take precedence and priority and the provisions of such agreement or other arrangement are amended accordingly.

**7.6 Severability of Plan Provisions**

If, prior to the Effective Time, any provision of this Plan is held by the Court to be invalid, void or unenforceable, the Court, at the request of the Monitor may alter such provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of such provision, and such provision will then be applicable as altered and the remainder of the provisions of this Plan will remain in full force and effect and will in no way be invalidated by such alteration.

**7.7 Governing Law**

This Plan will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. All questions as to the interpretation of or application of this Plan and all proceedings taken in connection with this Plan and its provisions shall be subject to the exclusive jurisdiction of the Court.

The Applicant agrees to execute and deliver, on or after the Effective Time, all such agreements, instruments and documents and to take all further actions as may be reasonably necessary from time to time to carry out the intent and purposes of this Plan.

**7.8 Directions**

The Applicant or the Monitor may at any time, and with such notice as the Court may require, seek directions from the Court with respect to this Plan and the provisions hereof, including the Schedules.

**7.9 Notices**

Any notice or other communication to be delivered or filed hereunder must be in writing and reference this Plan and may, subject as hereinafter provided, be made or given by personal delivery, courier, registered mail, electronic mail or by facsimile addressed to the respective parties as follows:

(a) if to the Monitor:

|                 |         |              |                                |
|-----------------|---------|--------------|--------------------------------|
| Ernst           | &       | Young        | Inc.                           |
| Court-appointed | Monitor | of Universal | Settlements International Inc. |
| 222             | Bay     | Street,      | Suite 1600                     |
| Toronto,        | Ontario |              | M5K 1J7                        |
| Canada          |         |              |                                |

Attention: Brian Denega  
Fax No.: (416) 943-3300  
Email: [universal.settlements@ca.ey.com](mailto:universal.settlements@ca.ey.com)

(b) if to a Creditor:

to the last known address (including facsimile number) for such Creditor, or to such address specified in an Acknowledgement of Claim or Request for Amendment (each as defined in the Claims Procedure Order) or a Proof of Claim relating to such Creditor, or as such Creditor has otherwise specified in writing to the Monitor.

(c) if to the Applicant:

Universal Settlements International Inc.  
5500 North Service Road  
Burlington,  
Canada L7L 6W6

Ontario

Attention: Jeff Panos, President  
Fax No.: (905) 331-6011  
Email: [jpanos@universalsettlements.com](mailto:jpanos@universalsettlements.com)

with a copy to:

Rueter Scargall Bennett LLP  
Brookfield  
161 Bay Street,  
Box Toronto, Ontario M5J 2S1 Canada

Ste Place  
4220  
226

Attention: Randy Bennett  
Fax No.: (416) 869-3411  
Email: [randy.bennett@rslawyers.com](mailto:randy.bennett@rslawyers.com)

with a copy to:

Ogilvy Renault LLP / S.E.N.C.R.L., s.r.l.  
Suite 3800, P.O.  
Royal Bank Plaza,  
200 Bay  
Toronto, Ontario M5J 2Z4 Canada

Box 84  
South Tower  
Street

Attention: William McNamara  
Fax No.: (416) 216-3930  
Email: [wmcnamara@ogilvyrenault.com](mailto:wmcnamara@ogilvyrenault.com)

or to such other address as any party may from time to time notify the others in accordance with this Section. All such communications that are delivered will be deemed to have been received on the day of delivery. All such communications that are sent by facsimile or

- 28 -

electronic mail will be deemed to be received on the day sent if sent before 5:00 p.m. on a Business Day and otherwise will be deemed to be received on the Business Day next following the day upon which such facsimile or electronic mail was sent. Any notice or other communication sent by registered mail will be deemed to have been received on the third day after the date of mailing.

**SCHEDULE A**  
**(administrative services to be provided)**

In consideration of the payment of the Administrative Fee of CDN \$100,000 per month, the Applicant (with the assistance of Mills) shall provide the following services relating to the administration of the Policies and to the discharge by the Applicant of its duties under the Plan:

The Applicant will continue to do the following:

1. **Premium management and funding**
  - Premium payments.
  - monthly Premium reports.
  - Premium payment optimization. Modifying the Premiums needed on a regular basis so as to minimize the Premiums needed to maintain Policies in good standing as new data is received.
2. **Performing cash-value analyses and borrowing against or from Policies, where permitted by the Plan and for the purposes specified therein**
3. **Active management of cash surrender values on Policies**
4. **Insured tracking**
  - Monitoring the status of each insured person within the portfolio.
  - Maintain direct personal contact with each insured person quarterly.
5. **Group policy and Premium waiver management**
6. **Processing death claims as policy maturities occur, utilizing where possible the Applicant's relationships with insurers to facilitate the processing and collection of death benefits**
7. **Investor communications and information updates**
  - Collection of verifications of coverage annually and other information and documents from insurance companies as required.
  - Collection of updated medical information and life expectancy reports as requested by the Monitor.
  - Maintain, update and enhance Policy databases and related spreadsheets.
  - Database updates and administrative processing of investor requests such as collateral assignments, beneficiary changes etc.
  - Continuing to liaise with all Purchasers to ensure that everybody understands processes.
8. **Maintaining web access for investors to view documents online.**
  - Maintain Purchaser communication tools like website and corporate updates.
9. **Provide written reports to Purchasers as requested.**

10. Customer support for Purchasers' telephone, fax or email inquiries, on Business Days during normal business hours.
11. Daily cash-flow reconciliations and reports.
12. Regular reporting to Monitor and Purchasers as mandated by the Court.
13. Ensuring regulatory compliance with respect to the Policies.

In the event that the Applicant defaults in the performance of these services for any reason, the Monitor shall be entitled to take the steps outlined in Section 4.14 of the Plan or, if the urgency of the default is such that the Monitor, acting reasonably, cannot give the notice required by Section 4.14 of the Plan, then the Monitor may apply to the Court for directions, on such notice as the Court may direct.

**SCHEDULE B**  
**(Methodology for payment of ~~Dividends~~Distributions from the ROI Pool)**

The monies in the ROI Pool shall be paid by the Monitor in the following order and in accordance with the following terms:

**FIRSTLY**, if monies are available in the ROI Pool after the payment of one hundred percent (100%) of Purchasers' Original Investments, then the Monitor shall pay ~~Dividends~~Distributions to each Purchaser based on each Purchaser's proportionate entitlement, calculated in accordance with the following formula:

2009 minus the year in which the Original Investment was made by the Purchaser;

add one (1);

multiply by the amount of the Original Investment made by the Purchaser;

the product will then represent each Purchaser's proportionate entitlement to ~~Dividends~~Distributions from the monies available in the ROI Pool.

**FOR EXAMPLE:**

Purchaser A invested \$100,000 in 2001, and Purchaser B invested \$100,000 in 2005. Their respective proportionate entitlements would be:

Purchaser A - 2009 minus 2001 equals 8, plus 1 equals 9, multiplied by \$100,000 equals 900,000 'units' for the purposes of calculating sharing of the monies available in the ROI Pool

Purchaser B - 2009 minus 2005 equals 4, plus 1 equals 5, multiplied by \$100,000 equals 500,000 'units' for the purposes of calculating sharing of the monies available in the ROI Pool

Such ~~Dividends~~Distributions shall continue until Purchasers in aggregate are paid one hundred and ten percent (110%) of their Original Investments.

**SECONDLY**, the Monitor shall pay the next U.S. \$1,000,000 to the Applicant as a success fee.

**THIRDLY**, any monies remaining in the ROI Pool shall be distributed (i) seventy-five percent (75%) to the Purchasers, in accordance with the above formula, and (ii) twenty-five percent (25%) to the Applicant.

## **APPENDIX C**

**UNIVERSAL SETTLEMENTS INTERNATIONAL INC.**

**MEETING OF ORDINARY CREDITORS**

**JUNE 17, 2009  
9:00 a.m.**

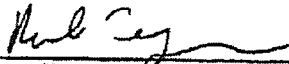
**REPORT OF SCRUTINEERS ON ATTENDANCE**

The undersigned scrutineers hereby report that the following Ordinary Creditors were present at the meeting referred to above (the "Meeting") either in person or by proxy, as indicated, representing an aggregate principal amount of Ordinary Creditors for purposes of voting ("Voting Amounts") as set out below:

| <u>Method of Voting</u> | <u>Numbers of<br/>Ordinary Creditors<br/>Represented</u> | <u>Aggregate Value<br/>of Voting<br/>Amounts</u> |
|-------------------------|----------------------------------------------------------|--------------------------------------------------|
| by proxy                | 7                                                        | \$ 27,919,776                                    |
| in person               | 1                                                        | \$200,648                                        |
| Totals                  | 8                                                        | \$28,120,424                                     |

The total number of Ordinary Creditors represented in person or by proxy at the Meeting was eight (8) Ordinary Creditors, representing 61.5% out of a total of thirteen (13) Ordinary Creditors with claims in the CCAA Proceedings. Accordingly, the undersigned scrutineers hereby report that a quorum, consisting of at least one (1) Ordinary Creditor present in person or by proxy, was present at the Meeting.

DATED the 17<sup>th</sup> day of June, 2009.

  
Robert Ferguson

  
Marie Jackson

**UNIVERSAL SETTLEMENTS INTERNATIONAL INC.**

**MEETING OF PURCHASERS**

**JUNE 17, 2009  
1:00 p.m.**

**REPORT OF SCRUTINEERS ON ATTENDANCE**

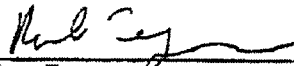
The undersigned scrutineers hereby report that the following Purchasers were present at the meeting referred to above (the "Meeting") either in person or by proxy, as indicated, representing an aggregate principal amount of Purchasers for purposes of voting ("Voting Amounts") as set out below:

| <u>Method of Voting</u> | <u>Numbers of<br/>Purchasers<br/>Represented</u> | <u>Aggregate Value<br/>of Voting<br/>Amounts</u> |
|-------------------------|--------------------------------------------------|--------------------------------------------------|
| by proxy                | 2,204                                            | \$83,075,184                                     |
| in person               | <u>5</u>                                         | <u>\$140,031</u>                                 |
| Totals                  | <u>2,209</u>                                     | <u>\$83,215,215</u>                              |

The total number of Purchasers represented in person or by proxy at the Meeting was two thousand two hundred and nine (2,209) Purchasers, representing 61.2% out of a total of three thousand six hundred and twelve (3,612) Purchasers with claims in the CCAA proceedings. Accordingly, the undersigned scrutineers hereby report that a quorum,

consisting of at least one Purchaser present in person or by proxy, was present at the Meeting.

DATED the 17<sup>th</sup> day of June, 2009.

  
Robert Ferguson

  
Marie Jackson

## **APPENDIX D**

**UNIVERSAL SETTLEMENTS INTERNATIONAL INC.**

**SPECIAL MEETING OF ORDINARY CREDITORS**

**JUNE 17, 2009**

**9:00 a.m.**

**REPORT OF SCRUTINEERS ON VOTING**

The undersigned scrutineers hereby report on the results of voting by the holders of ordinary claims ("Ordinary Creditors") of Universal Settlements International Inc. (the "Company"), including Ordinary Creditors holding Unconfirmed claims ("Unconfirmed Claims"), who were present at the meeting referred to above (the "Meeting") either in person or by proxy, as indicated, representing an aggregate value of Ordinary Claims for purposes of voting ("Voting Claims") as set out below, which Ordinary Creditors filed proofs of claims on or before February 23, 2009, pursuant to the Claims Procedure Order dated January 23, 2009.

**1. Number of Ordinary Creditors and Value of Voting Claims Voted FOR the Resolution Approving the Amended Plan**

| <u>Method of Voting</u> | <u>Number of Ordinary<br/>Creditors Represented</u> | <u>Aggregate Value<br/>of Voting Claims</u> |
|-------------------------|-----------------------------------------------------|---------------------------------------------|
| by proxy                | <u>7</u>                                            | \$ <u>27,919,775</u>                        |
| in person               | <u>0</u>                                            | \$ <u>0</u>                                 |
| Totals                  | <u>7</u>                                            | \$ <u>27,919,775</u>                        |

| <u>Method of Voting</u> | <u>Number of Ordinary<br/>Creditors Holding<br/>Unconfirmed Claims<br/>Represented</u> | <u>Aggregate Value<br/>of Unconfirmed<br/>Claims</u> |
|-------------------------|----------------------------------------------------------------------------------------|------------------------------------------------------|
| by proxy                | 3                                                                                      | \$ 26,653,359                                        |
| in person               | 0                                                                                      | \$ 0                                                 |
| Totals                  | 3                                                                                      | \$ 26,653,359                                        |

Seven (7) Ordinary Creditors, representing an aggregate value of \$27,919,775 of Voting Claims voted FOR the resolution approving the Amended Plan, which number of Ordinary Creditors represents 87.5% of the total number of Ordinary Creditors present and voting in person or by proxy at the Meeting and which value of Voting Claims represents 99.3% of the aggregate value of Voting Claims held by the Ordinary Creditors present and voting in person or by proxy at the Meeting. Of the Ordinary Creditors present and voting at the Meeting who voted FOR the resolution approving the Amended Plan, three (3) Ordinary Creditors representing 42.85% of the total number of Ordinary Creditors present and voting in person or by proxy at the Meeting who voted in favour of the Amended Plan held Unconfirmed Claims with an aggregate value of \$26,653,359 or 95.46% of the aggregate value of Voting Claims held by the Ordinary Creditors present and voting in person or by proxy who voted in favour of the Amended Plan at the Meeting.

**2. Number of Ordinary Creditors and Value of Voting Claims Voted AGAINST the Resolution Approving the Amended Plan**

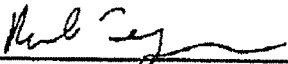
| <u>Method of Voting</u> | <u>Number of Ordinary<br/>Creditors Represented</u> | <u>Aggregate Value<br/>of Voting Claims</u> |
|-------------------------|-----------------------------------------------------|---------------------------------------------|
| by proxy                | 0                                                   | \$ 0                                        |
| in person               | 1                                                   | \$ 200,649                                  |
| Totals                  | 1                                                   | \$ 200,649                                  |

| <u>Method of Voting</u> | <u>Number of Ordinary<br/>Creditors Holding<br/>Unconfirmed Claims<br/>Represented</u> | <u>Aggregate Value<br/>of Unconfirmed<br/>Claims</u> |
|-------------------------|----------------------------------------------------------------------------------------|------------------------------------------------------|
| by proxy                | 0                                                                                      | \$ 0                                                 |
| in person               | 1                                                                                      | \$ 200,649                                           |
| Totals                  | 1                                                                                      | \$ 200,649                                           |

One (1) Ordinary Creditor, representing an aggregate value of \$200,649 of Voting Claims voted AGAINST the resolution approving the Amended Plan, which number of Ordinary Creditor represents 12.5% of the total number of Ordinary Creditors present and voting in person or by proxy at the Meeting and which value of Voting Claims represents 0.7% of the aggregate value of Voting Claims held by the Ordinary Creditors present and voting in person or by proxy at the Meeting. Of the Ordinary Creditors present and voting at the Meeting who voted AGAINST the resolution, one (1) Ordinary Creditor representing 100% of the total number of Ordinary Creditors present and voting in person or by proxy at the Meeting who voted against the Amended Plan held Unconfirmed Claims with an aggregate value of \$200,649 or 100% of the aggregate value of Voting Claims held by the Ordinary Creditors present and voting in person or by proxy who voted against the Amended Plan.

3. On the basis of the foregoing, a majority in number of the Ordinary Creditors voting at the Meeting representing more than 66 <sup>2/3</sup>% of the value of Voting Claims of such Ordinary Creditors have voted in favour of the resolution approving the Amended Plan.

DATED the 17th day of June, 2009.

  
Robert Ferguson

  
Marie Jackson

**UNIVERSAL SETTLEMENTS INTERNATIONAL INC.**

**MEETING OF PURCHASERS**

**JUNE 17, 2009  
1:00 p.m.**

**REPORT OF SCRUTINEERS ON VOTING**

The undersigned scrutineers hereby report on the results of voting by the holders ("Purchasers") of purchaser claims ("Purchasers") of Universal Settlements International Inc. (the "Company"), including Purchasers holding unconfirmed claims ("Unconfirmed Claims"), who were present at the meeting referred to above (the "Meeting") either in person or by proxy, as indicated, representing an aggregate value of Purchasers for purposes of voting ("Voting Claims") as set out below, which Purchasers filed proofs of claims on or before February 23, 2009, pursuant to the Claims Procedure Order dated January 23, 2009.

**1. Number of Purchasers and Value of Voting Claims Voted FOR the Resolution Approving the Amended Plan**

| <u>Method of Voting</u> | <u>Number of Purchasers<br/>Represented</u> | <u>Aggregate Value<br/>of Voting Claims</u> |
|-------------------------|---------------------------------------------|---------------------------------------------|
| by proxy                | 2,164                                       | \$ 82,350,598                               |
| in person               | 3                                           | \$ 108,031                                  |
| Totals                  | 2,177                                       | \$ 82,458,629                               |

| <u>Method of Voting</u> | <u>Number of Purchasers<br/>Holding Unconfirmed<br/>Claims Represented</u> | <u>Aggregate Value<br/>of Unconfirmed<br/>Claims</u> |
|-------------------------|----------------------------------------------------------------------------|------------------------------------------------------|
| by proxy                | 0                                                                          | \$ 0                                                 |
| in person               | 0                                                                          | \$ 0                                                 |
| Totals                  | 0                                                                          | \$ 0                                                 |

Two thousand one hundred seventy seven (2,177) Purchasers, representing an aggregate value of \$82,458,629 of Voting Claims voted FOR the resolution approving the Amended Plan, which number of Purchasers represents 98.6% of the total number of Purchasers present and voting in person or by proxy at the Meeting and which value of Voting Claims represents 99.1% of the aggregate value of Voting Claims held by the Purchasers present and voting in person or by proxy at the Meeting. Of the Purchasers present and voting at the Meeting who voted FOR the resolution approving the Amended Plan, zero (0) Purchasers representing 0.0% of the total number of Purchasers present and voting in person or by proxy at the Meeting who voted in favour of the Amended Plan held Unconfirmed Claims with an aggregate value of \$0.00 or 0% of the aggregate value of Voting Claims held by the Purchasers present and voting in person or by proxy who voted in favour of the Amended Plan at the Meeting.

2. **Number of Purchasers and Value of Voting Claims Voted AGAINST the Resolution Approving the Amended Plan**

| <u>Method of Voting</u> | <u>Number of Purchasers<br/>Represented</u> | <u>Aggregate Value<br/>of Voting Claims</u> |
|-------------------------|---------------------------------------------|---------------------------------------------|
| by proxy                | 30                                          | \$ 724,586                                  |
| in person               | 2                                           | \$ 32,000                                   |
| Totals                  | 32                                          | \$ 756,586                                  |

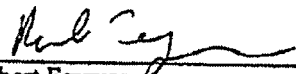
| <u>Method of Voting</u> | <u>Number of Purchasers<br/>Holding Unconfirmed<br/>Claims Represented</u> | <u>Aggregate Value<br/>of Unconfirmed<br/>Claims</u> |
|-------------------------|----------------------------------------------------------------------------|------------------------------------------------------|
| by proxy                | 4                                                                          | \$ 38,517                                            |
| in person               | 0                                                                          | \$ 0                                                 |
| Totals                  | 4                                                                          | \$ 38,517                                            |

Thirty two Purchasers (32), representing an aggregate value of \$756,586 of Voting Claims voted AGAINST the resolution approving the Amended Plan, which number of Purchasers represents 1.4% of the total number of Purchasers present and voting in person or by proxy at the Meeting and which value of Voting Claims represents 0.9% of the aggregate value of Voting Claims held by the Purchasers present and voting in person or by proxy at the Meeting. Of the Purchasers present and voting at the Meeting who voted AGAINST the resolution, four (4) Purchasers representing 12.5% of the total number of Purchasers present and voting in person or by proxy at the Meeting who voted against the Amended Plan held Unconfirmed Claims with an aggregate

value of \$38,517 or 5.1% of the aggregate value of Voting Claims held by the Purchasers present and voting in person or by proxy who voted against the Amended Plan at the Meeting.

3. On the basis of the foregoing, a majority in number of the Purchasers voting at the Meeting representing more than  $66^{2/3}$  % of the value of Voting Claims of such Purchasers have voted in favour of the resolution approving the Amended Plan.

DATED the 17th day of June, 2009.

  
Robert Ferguson

  
Marie Jackson

# **APPENDIX E**

**UNIVERSAL SETTLEMENTS INC. PROJECTED WEEKLY CASH FLOW**  
**NON-POOLED**  
For the Period ending July 11, 2009  
As at June 14, 2009

Prepared by the Applicant

**USI Inc. Operating Account**

Canadian \$ - USD balances converted at \$0.89

| Week Starting (Sun)                            |       |         | Jun 14   | Jun 21   | Jun 28   | Jul 5    |
|------------------------------------------------|-------|---------|----------|----------|----------|----------|
| Week Ending (Sat)                              | Notes | Jun 13  | Jun 20   | Jun 27   | Jul 04   | Jul 11   |
|                                                |       | Actual  | Forecast | Forecast | Forecast | Forecast |
| Opening Cash Balance                           |       |         | 854,222  | 458,944  | 285,898  | 18,139   |
| Receipts                                       |       |         |          |          |          |          |
| TPI Portfolio Sale                             |       |         | 0        | 0        | 0        | 0        |
| TPI AIDS Portfolio Death Benefit Collected     | 5(b)  |         | 569,524  | 0        | 0        | 0        |
| Rent Income from Sublease                      | 5(a)  |         | 3,282    | 0        | 0        | 0        |
| Policy Cash Value/Loan                         | 5(c)  |         | 0        | 0        | 0        | 303,958  |
| Receipt Sub-Total                              |       |         | 572,806  | 0        | 0        | 303,958  |
| Disbursements                                  |       |         |          |          |          |          |
| Business Expenses                              |       |         |          |          |          |          |
| Rent                                           |       |         | 0        | 0        | 19,534   | 0        |
| Compensation and Benefits                      |       |         | 21,830   | 8,100    | 23,714   | 8,100    |
| Other Direct Costs (Phone, Insurance, Etc.)    |       |         | 811      | 811      | 1,385    | 811      |
| Legal Fees                                     | 6(d)  |         | 0        | 0        | 18,613   | 0        |
| Consulting                                     | 6(c)  |         | 37,472   | 0        | 0        | 0        |
| Travel and Misc. Expenses                      |       |         | 3,500    | 0        | 0        | 0        |
| Portfolio Related Expenses                     |       |         |          |          |          |          |
| Premium Payments                               | 6(b)  |         | 10,908   | 24,334   | 84,233   | 83,161   |
| TPI AIDS Portfolio Death Benefit to Purchaser  | 5(b)  |         | 569,524  | 0        | 0        | 0        |
| Medicals, Death Certificates, Etc.             |       |         | 0        | 0        | 281      | 0        |
| Portfolio Administrative Charges               |       |         | 14,899   | 0        | 0        | 0        |
| Restructuring Costs                            |       |         |          |          |          |          |
| Advisor/Monitor/Monitor Legal                  | 6(e)  |         | 180,143  | 0        | 150,000  | 0        |
| Legal                                          | 6(e)  |         | 140,000  | 0        | 0        | 100,000  |
| Postage, Printing, Advertising and Translating | 6(f)  |         | 0        | 130,000  | 0        | 0        |
| Disbursement Sub-Total                         |       |         | 968,084  | 163,045  | 277,759  | 191,072  |
| Net Cash Flow                                  |       |         | -395,278 | -163,045 | -277,759 | 112,066  |
| Ending Cash Balance                            |       | 854,222 | 458,944  | 285,898  | 18,139   | 130,225  |

**Premium Reserve Account Cash Flow**

Canadian \$ - USD balances converted at \$0.89

| Week Starting (Sun)       |      |           | Jun 14    | Jun 21    | Jun 28    | Jul 5     |
|---------------------------|------|-----------|-----------|-----------|-----------|-----------|
| Week Ending (Sat)         |      | Jun 13    | Jun 20    | Jun 27    | Jul 04    | Jul 11    |
|                           |      | Actual    | Forecast  | Forecast  | Forecast  | Forecast  |
| Opening                   |      | 0         | 3,279,747 | 3,257,826 | 3,244,115 | 3,231,040 |
| Annuity                   |      | 0         | 0         | 0         | 0         | 0         |
| Reserved Premium Payments | 7(a) | 0         | -21,921   | -13,712   | -13,074   | -67       |
| Transfer                  |      | 0         | 0         | 0         | 0         | 0         |
| Net Cash Flow             |      | 0         | -21,921   | -13,712   | -13,074   | -67       |
| Closing                   |      | 3,279,747 | 3,257,826 | 3,244,115 | 3,231,040 | 3,230,973 |

**Death Benefits Account Cash Flow**

Canadian \$ - USD balances converted at \$0.89

| Week Starting (Sun)                           |      |           | Jun 14    | Jun 21    | Jun 28    | Jul 5     |
|-----------------------------------------------|------|-----------|-----------|-----------|-----------|-----------|
| Week Ending (Sat)                             |      | Jun 13    | Jun 20    | Jun 27    | Jul 04    | Jul 11    |
|                                               |      | Actual    | Forecast  | Forecast  | Forecast  | Forecast  |
| Opening                                       |      | 0         | 6,302,137 | 6,302,137 | 6,302,137 | 6,302,137 |
| Add: New Benefits Paid by Insurance Companies | 8(a) | 0         | 0         | 0         | 0         | 0         |
| Less: Distributions to Investors              |      | 0         | 0         | 0         | 0         | 0         |
| Less: Transfer to Corporate Account           |      | 0         | 0         | 0         | 0         | 0         |
| Closing                                       |      | 6,302,137 | 6,302,137 | 6,302,137 | 6,302,137 | 6,302,137 |

## **Prepared by the Applicant**

### **Universal Settlements International Inc.**

#### **Significant Assumptions:**

1. The Forecast includes estimates concerning the operations of the company and additional assumptions discussed below with respect to the requirements and impact of the CCAA Proceedings. The actual results achieved during the forecast period will vary and such variations may be material. There is no representation, warranty or other assurance that any of the estimates, forecasts or projections will be realized.
2. The Company continues to operate the existing business during the CCAA Proceeding.
3. This Forecast has been prepared reflecting cash receipts and disbursements on a book basis.
4. All balances are in Canadian dollars. US dollar balances are converted at \$1.124.

#### **Corporate Account**

5. Receipts:
  - a. Rental Income - Based on renegotiated terms of the Sub-Lease Agreement.
  - b. Subsequent to the TPI AIDS Portfolio divestiture, USI received a death benefit cheque from an insurance carrier in the amount of CAD\$569,524 related to the death of an insured included in the TPI AIDS Portfolio. The insurance carrier should have directed payment of the death benefit to the purchaser of the TPI AIDS Portfolio since USI no longer owns the TPI AIDS Portfolio. Nevertheless, during the week beginning June 14, USI will deposit the death benefit cheque in its Operating Account and issue an offsetting cheque for the same amount payable to the TPI AIDS Portfolio purchaser. The net cash flow effect in the Forecast will be nil.
  - c. In case the CCAA Proceedings take longer than anticipated before Plan Implementation, the Company is seeking access to receive loan amounts against the cash value of 15 policies owned by USI, either in

whole or in part, with such amounts to be secured against USI's interests in the policies. The Forecast has been prepared under the assumption that the Court will agree to provide the necessary approvals if a delay occurs and hence USD\$270,523 (CAD\$303,958) is projected to be received into the Operating Account during the week beginning July 5, 2009.

6. Disbursements:

- a. Business expenses are forecasted based on historical run rates
- b. Premiums are paid for all policies based on the date payment is remitted, which typically is one week prior to required payment date. These payments relate to the policies with no premiums reserved.
- c. Consulting fees include those who are defined as Assistants in the Initial Order or needed to assist the company during the CCAA Proceedings.
- d. Legal fees refer to the ongoing legal fees related to litigation and arbitration cases, for work required to preserve the status of the litigation.
- e. Restructuring costs relate to the Monitor, Monitor's counsel, and the Applicants counsel fees and disbursements associated with the CCAA Proceedings
- f. Represents costs associated with mailing Plan materials and advertising the meeting of creditors.

**Premium Reserve Account**

7. Disbursements:

- a. Premiums are paid for all policies based on the date payment is remitted, which typically is one week prior to the required payment date. These payments relate to the policies with premium reserves.

**Maturities Account**

8. Receipts

- a. Forecasted receipts exclude maturities (death benefit payments), due to the uncertainty surrounding the timing.

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED  
AND IN THE MATTER OF A PLAN OF COMPROMISE OF ARRANGEMENT OF UNIVERSAL SETTLEMENTS  
INTERNATIONAL INC.

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

Proceeding Commenced at Toronto

**NINTH REPORT OF THE MONITOR,  
(Dated June 19, 2009)**

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